

Madera IRWM

Disadvantaged Community (DAC) Group

Member Application

Introduction

The Madera Region Regional Water Management Group (RWMG) seeks the participation of disadvantaged communities (DACs) in the RWMG's water resource management efforts. For those DACs that do not have the ability to contribute monetary dues to the RWMG, they are encouraged to participate in the RWMG through the "DAC Group." The application for DAC Group membership is found below.

Membership Eligibility

Membership in the Madera 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 Integrated Regional Water Management Plan (IRWMP). Interested parties may seek to join the RWMG at any time.

Interested entities should review the Madera RWMG Memorandum of Understanding (MOU), Madera RWMG By-Laws and Rules of Order, and Madera Integrated Regional Water Management Plan (IRWMP) prior to completing the application below.

Membership Application Requirements

Minimum Participation Requirements

To be a member of the DAC Group, the applying organization must, at minimum, adopt a "resolution of support" of the IRWMP. This resolution must be formally adopted by the governing body or equivalent. (e.g., by a board of directors, or other management entity authorized to bind the entity). A sample resolution is attached to this document.

Participation Requirements Necessary for DWR Project Funding Eligibility

In order to be eligible for IRWM project funding the applicant must adopt the Madera Region IRWMP. 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 learn more about DWR IRWM eligibility criteria go to <http://www.water.ca.gov/irwm/grants/guidelines.cfm> page 14, item III, B.

DAC Group Voting at the RWMG

The DAC Group is recognized as a single voting entity for the purpose of governance of the full Madera RWMG. The DAC Group has one representative and one alternate representative on the RWMG.

Selection of Voting Representative

Selection of the DAC Group representative and alternate will be 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.

Contact Information

Chairperson – Madera County

Robert (Bobby) Macaulay

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Vice-Chair – Triangle T Water District

Kristi Robinson

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RWMG Coordinator:

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For More Information:

Website:

<https://www.maderarwmg.com/>

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.

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/projects/>

Madera RWMG DAC Group Application

Organization Name: Coarsegold Resource Conservation District

Address: PO Box 1306
Street Address
North Fork CA 93643
City State ZIP Code

Primary Contact: Jon Cottington


Phone: (559)760-6019

Email: jon.cottingto@crcd.org

Alternate Contact: Lyndall Erb

Phone: (650)888-2799

Email: lyndallerb@gmail.com

Signature of Representative: 

1. Areas of Interest

Please share issues of interest or concern for your organization (for example: flood management, water quality, groundwater management...see the following page of this application for a longer list); if desired please also share why your organization is concerned about the issues listed.

CRCD's focus in Eastern Madera County has been Fuel Reduction (Defensible space, fuel breaks, roadside vegetation management), erosion control/trail improvement, invasive species removal, and small scale reforestation/native plant installation. These efforts improve the management of our watersheds. The bark beetle epidemic and droughts that have fueled catastrophic wildfires in CRCD's district in the past decade directly affect the quality and quantity of water available in the valley and we hope to assist ongoing efforts of the RWMG to manage and protect this resource.

2. Governing Body

Please explain the structure of your organization's governing body (e.g., board of directors or other management entity authorized to bind the entity).

The Coarsegold Resource Conservation District (CRCD) is a special district of the state, located in the foothills of Eastern Madera County. Since its formation in 1966, CRCD has been solely grant driven. CRCD is governed by a 5 member volunteer board of directors (approved by the Madera BOS), consisting of engaged, local community members.

3. Formal Support

Minimum Support

Has your organization adopted a "resolution of support" of the Madera Integrated Regional Water Management Plan (IRWMP)?

☒ Yes ☐ No

If your organization has not yet adopted a resolution of support, when do you plan to?

Level of Support Necessary for DWR Project Funding Eligibility

Has your organization formally adopted the Madera IRWMP?

☒ Yes ☐ No

Has your organization become a signatory to the MOU?

☐ Yes ☒ No

If your organization has not yet adopted the IRWMP or signed the MOU, do you plan to? If yes, when?

4. Other

Is there anything else you would like to share?

CRCD would like to thank the group for their decision to allow CRCD the opportunity to apply for participation in RWMG's DAC group.

Water related needs and concerns of the group per the MOU section 3.2 include but are 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.

Applicants are encouraged to attend RWMG meetings during the DAC Group application process

[Sample resolution / May be adapted as desired]

Madera Region Regional Water Management Group

Integrated Regional Water Management Plan

Resolution to Adopt

WHEREAS, the California State Legislature has declared its intention to encourage local agencies to work cooperatively to manage their available local and imported water supplies; to improve the quality, quantity, and reliability of those supplies; to integrate local assets and seek mutual solutions to water management issues by diversifying water portfolios; and to provide funding for development of regional water management plans and projects identified in those plans; and

WHEREAS, the California Department of Water Resources has issued guidelines for preparing an Integrated Regional Water Management Plan (IRWMP) and for distributing State bond monies; Initially formed in 2008, the Madera Region Regional Water Management Group (RWMG) as currently defined by the exact same borders as Madera County was officially formed January 2, 2010 and approved as such by DWR on June 6, 2011.

WHEREAS, the Madera Region RWMG works to facilitate coordination, collaboration, and communication for comprehensive management of water resources in the greater Madera County area; and the member desire to link and integrate efforts to jointly oversee the further development, implementation, funding, and governance of the Madera Region IRWMP.

WHEREAS, the Madera Region RWMG does not replace or supersede local water supply or land use planning, nor usurp any water district, city, or county authorities; and

WHEREAS, the Madera Region RWMG does not bind the adopting agency to any policies, but rather acts as a roadmap for the region's water related goals;
[support option / choose one]

NOW, THEREFORE, BE IT RESOLVED, that the Coarsegold Resource Conservation District (CRCD) hereby supports the goals and efforts of the Madera RWMG as endorsed by a majority of the Board of Directors attending the March 14,2024 meeting; and

BE IT RESOLVED, that the CRCD hereby adopts the April 2008 Madera IRWMP as endorsed by a majority of the Board of Directors attending the March 14,2024 meeting; and

BE IT FURTHER RESOLVED, that the CRCD hereby agrees to participate in future Madera Region RWMG and IRWMP water planning efforts and/or updates. The



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CRCD hereby also intends to become a signatory of the Madera Region RWMG Memorandum of Understanding (MOU).

Jon Cottington

Jon Cottington
Executive Director

A handwritten signature in black ink, appearing to read "Lyndall Erb".

Lyndall Erb
President

Meeting Agenda for: Thursday, November 9, 2023, 4:00pm – 5:15pm

Raley's Conference Room: 40041 CA-49 #49, Oakhurst, CA 93644

Or join us via Zoom: <https://us06web.zoom.us/j/86999943919?from=addon>

To receive documents provided to those in attendance at the board meeting, please email kayla.rohrbaugh@crcd.org with your request no later than 3pm the day before the meeting. Items provided to directors prior to the meeting will be emailed with the agenda to all recipients requesting to be on the distribution list.

4:00 Call to order

Approval of the Agenda – All approved

Introductions

Public Comment **Please limit comments to 2 minutes****4:05 Consent Agenda**

Approval of the Minutes: Approved

Financial Report: Approved

4:10 CRCD Reports

Firewise Report – Kelly Green – See attached report.

Executive Director Report – Jon Cottingham – See attached report.

4:25 Old Business

- Audit – Board approved Jaribu Nelson to be hired as the CRCD Auditor.
- PTO Rate – CRCD would like to increase the PTO rate to the standard rate for other RCDs in the area. The board would like to discuss PTO rate again when the staff handbook is complete.

4:40 New Business

- RFFCP – CRCD is working with CFSC and Sierra Nevada Conservancy to apply for funding to pay for fellowships. These Fellows would assist CRCD with fire mitigation projects.
- CARCD Post Fire Recovery – CRCD was awarded \$300,000.00 for post fire recovery in the Fork Fire burn scar. Funds will be used along the roads within the Fork Fire scar. CRCD will work with homeowners where funding allows. CRCD will begin planning the project shortly. CRCD will be able to use this funding for reforestation as well.
- **Regional Water Management Group – Lyndall motioned to adopt resolution and join group. Dave seconded. Unanimous board approval.**

4:55 Partner Reports

- NRCS – Mira Dick – See recording for details.
- Madera Dept of Water Resources – Jeannie Habben – Not in attendance

- Madera County – Bobby Macauley – Not in attendance
- North Fork Rancheria – Daniel Aguayo – Not in attendance
- CALFIRE – Mike Keyser – Not in attendance
- Eastern Madera County Fire Safe Council – Ashley Nebeker – CFSC will be clearing sections of Blue Oaks Ln, Blue Oak Circle, and Indian Lakes Road.
- Yosemite Sequoia RC & DC – Erin Capuchino – American Tree Medics are continuing to provide outreach for YSRC&DC and CRCDC's program. They are searching for projects in Madera and Mariposa County that can be funded through CalFire. CRCDC will collaborate with YSRC&DC to discuss project opportunities.

5:10 **Workshops/Events/Presentations**

- Yosemite High School Pollinator Habitat Workday - November 15th, 2023

Adjourned at 5:08PM

5:15 **Adjourn: Next Meeting December 14th, 2023, 4:00pm @ Raley's
Conference Room & Via Zoom**

EXECUTIVE DIRECTOR'S REPORT
November 9, 2023

CALFIRE GRANT: We have shared the Defensible Space Program at the FireWise presentation this month, a senior center presentation, flyers on bulletin boards, direct outreach and on social media. We currently have 21 approved applicants, 15 of so that have not returned their applications. We are still looking for applicants, so if anyone has suggestions, please let us know.

American Tree Medics are working through the list of applicants by assessing and removing the hazards in their defensible space. ATM has completed 15 assessments and completed projects around 10 homes. Work is ongoing.

MADERA FIREWISE® COMMUNITIES: CRCD has continued work on the Firewise program. We shared Firewise at the Oakhurst Fall Festival and had 6 signups and another dozen interested people that took literature home. We also supplied info to a few new communities at the Senior Center Presentation.

We had 5 projects submitted for planning and scheduling. Kelly has the Ridgeline application, it was rejected with a few minor edits. Kelly has corrected these and we expect that they will become the 22nd community within the week. However, all communities must recertify by November, so this application may take a little longer than usual.

Currently all communities are renewing their application. However, communities that are older than one year old are having to update their 3 year action plan by inserting into CALFIRE's new template. Some communities have been having issues with this update. Kelly and I are assisting those communities with uploading this information to the new template and eventually the FireWise portal.

CA FIRESAFE COUNCIL FIRE PREVENTION COODINATOR:

- **Oversaw CRCD's Firewise program, which had 5 projects planned and one community submit application for recognition. All 21 communities were engaged regarding renewal of applications.**
- **Presented Fire Prevention information at the Sierra Senior Center and StillMeadow Communities**
- **Attended monthly CFSC County Coordinator meetings.**
- **Provided Outreach for CRCD's Low Income Defensible Space funding and YSRCDC's Storm Damage funding.**
- **Attended meetings with county, YSRCDC, and EMCFSC about partnering on CWDG proposal to continue County Coordinator funding. Proposal was successfully submitted on 10/30/23**
- **Participated in Wildfire Prevention Corner at Oakhurst Fall Festival with EMCFSC, YSRCDC, YGPBC (Estimated 150 -200 attendees stopped by the booth)**
- **Attended planning meetings with EMCFSC for upcoming RFFCP funding opportunity.**
- **Attended Central Region County Coordinator Workshop in Tuolumne.**
- **Co-Hosted 2023 Madera County NRCS Local Work Group Meeting with CALFIRE MMU's Chief Macomb as guest speaker.**

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- **Attended planning meetings with Madera County, CAL FIRE, CFSC, EMCFSC, YSRCDC, and YGPBC.**
 - **Social Media outreach on defensible space and home hardening to engage new communities.**

NACD/RCPP: CRCD has a meeting scheduled with NRCS on November 16 to discuss future collaborations. We are discussing the next round of RCPP funding with CARCD. The draft subaward agreement was released on Monday. While we wait on the final agreement, the next step will be to figure out how we can best make our partnership work more efficiently in the future. We will be meeting with NRCS next week to discuss this further. We will continue to present the NRCS programs to property owners as we meet with potential Firewise Communities. We also have links for the programs on our web page.

WCB Pollinator Block Grant: CRCD will be submitting the first report for this grant on April 20th.

Land Owner Agreements have continued to move forward. Mountain Oaks High School has had their LOA approved by the Chawanakee school board. Planning and prep has continued at all sites. Seed, drip irrigation and plants have all been gathered. Thanks to Lyndall for accompanying me to Lockeford to bring home the roughly 1300 plants. Once again, Xerces was surprised by our ability to fit everything into the vehicle we brought. I will begin planting this weekend with Karine Wines and Gaede Homestead and will work with YHS and Wasuma in the first half of next week.

CERF (Community Economic Resiliency Fund)

We attended a virtual meeting in October to continue discussing potential projects for the county. Kelly also attended a virtual town hall to broadly discuss project proposals and the categories that they fall in. We will be attending a meeting next week as well to prioritize project categories to narrow in our fromview the 71 proposals to a more focused handful of meaningful proposals.

The CERF was created to promote a sustainable and equitable recovery from the economic distress of COVID-19 by supporting new plans and strategies to diversify local economies and develop sustainable industries that create high-quality, broadly accessible jobs for all Californians.

Jon Cottington, Executive Director

Old Business:

Audit: The search for an auditor is coming to an end. Jaribu Nelson has provided a bid of \$10,000.00 for the 5 year audit. I spoke with one of the agencies that couldn't fit us in at the moment and they knew Jaribu to be a capable CPA and felt the price was fair. After exhausting our outreach to find another available CPA with no reward, I would like to ask the board to make a motion to hire Mr. Nelson for the task of CRCD's 5 year audit.

PTO Rates: Before we switched bookkeepers, Teri from Tulare RCD let Julie and I know that our PTO accrual was lower than average for RCD's and non profits. At that time a rate of .0385/hr was mentioned as an average for us to use. Currently, Forbes states that 10-14 days a year is average for a company. Another site (Zenefits.com) stated that the average for CA is 9.7 days on top of sick and holidays. Julie has been updating our staff handbook. We looked to Madera/Chowchilla RCD's handbook for guidance and found that they too use a rate or .0385/hr, which calculates to 77 hours, or 9.7 days for



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a full time employee. The current grants have fringe benefits built in that will accommodate this change. We can't offer everything that's a standard company may offer (401k, health insurance) but we can think about offering an average amount of PTO to assist the flexible schedules we have to keep. Does the board have any input?

New Business

RFFCP: A few weeks ago, CRCRD and EMCFSC were invited to conduct a self-assessment regarding possible Capacity Building funding from the Round 3 Regional Forest and Fire Capacity Program (RFFCP). The SNC envisions every part of our region having a project pipeline/portfolio that is created and maintained by a diverse group of stakeholders and tribes. A robust project pipeline is created by having projects at multiple stages. The flow of projects through such a pipeline helps increase the pace and scale of forest restoration. Some of our RFFCP Round 3 funding will be used to help establish and strengthen robust project pipelines throughout the SNC Region. CRCRD and EMCFSC are finalizing an outline proposal that is seeking funding for a project coordinator staff position. If chosen, this funding would be for a 24 month period. I do not need a motion by the board for anything at this time unless there are comments/concerns.

USFS/CARCD Post Fire Recovery Award:

CRCRD was awarded \$300,000 for recovery efforts in the Fork Fire scar through the "Post Fire Disaster Recovery (2019-2022) Emergency Forest Restoration Team Development for Post Fire Restoration Teams to Support Non-industrial Forest Landowner Assistance" (Project).

These funds will be used to brush/chip private roads within the Fork Scar as well as improve defensible space around homes and driveways of properties in the fire scar. This grant sunsets in March 2027. Unless there are concerns by the board, I will finalize and submit the subaward agreement next week. No action is required by the board at this time.

Regional Water Management Group: . We have attended a handful of meetings with the RWMG. Much of this info has to do with farmland, however we all know the water starts here. And there is no mountain representation. Recently Jeannie Habben reached out to the RCD's and suggested that we join the group. We qualify as a disadvantaged group and will have no dues to pay. But this will allow us to be more involved with the water conversation in the county and open us up to more partnerships and opportunities. As long as staff time and funding allows, I think this would be a good group to partner with.

If we choose to join, we will need to make a motion to adopt the resolution for the Integrated Regional Water Management Plan on the last page of the document that I shared with the group. We would also have to make a motion to apply to join the group. Would the board like to make a motion?

Workshops/Events/Presentations

We are co-hosting a planting/potluck event at the Karine Wines on Sunday. This is a limited event so it has been by invitation only. If anyone is interested, please reach out. I am presenting Fire Prevention and Firewise information to the Sunrise Rotary Group on November 21st. There are no other upcoming workshops that CRCRD is attending or hosting this month.



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If there is no more items to discuss, we can adjourn. Thanks to everyone for attending. Our next meeting will be December 14th at 4pm. Hope to see everyone there. Have a great evening.

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.
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- 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

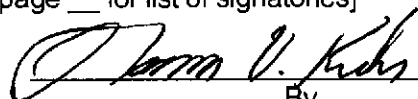
We, the duly authorized undersigned representatives of our respective entities, acknowledge the above as our understanding of the intent to oversee the governance, funding, further development, and implementation of the Integrated Regional Water Management Plan for the Region.

Regional Water Management Group

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

Madera/Chowchilla Resource Conservation District

Entity


By

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.
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- 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.
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Regional Water Management Group

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

Yosemite Lakes Park Utility Company

Entity



By