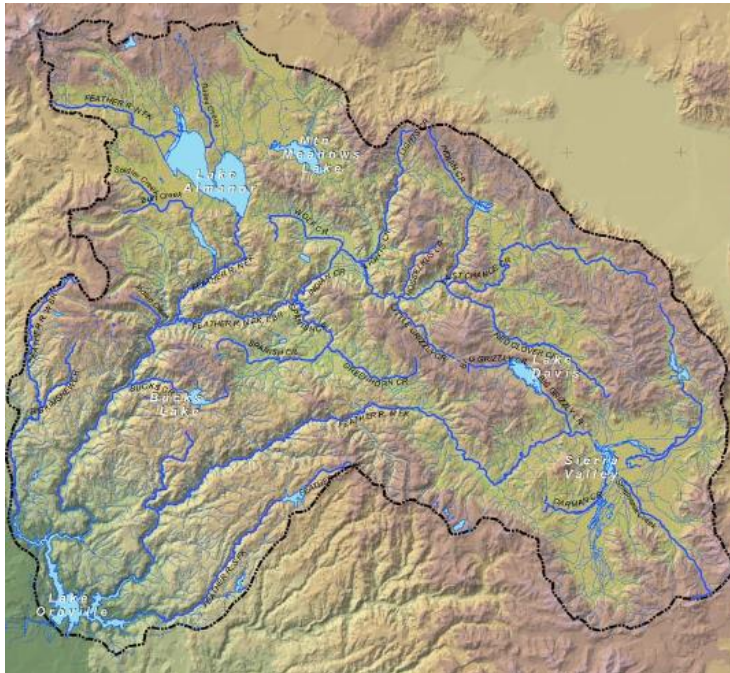


PLUMAS COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

UPPER FEATHER RIVER
INTEGRATED REGIONAL WATER MANAGEMENT

MEMORANDUM OF UNDERSTANDING



November 14, 2014

UPPER FEATHER RIVER
INTEGRATED REGIONAL WATER MANAGEMENT

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into effective November 14, 2014, by the following parties:

REGIONAL WATER MANAGEMENT GROUP

County of Plumas
County of Sierra
Plumas County Flood Control and Water Conservation District
Feather River Resource Conservation District
Sierra Valley Resource Conservation District
Sierra Valley Groundwater Management District
Plumas County Community Development Commission
Native American Representative
Appointee from the Almanor Basin
USDA Forest Service – Plumas National Forest (Advisory)
USDA Forest Service – Lassen National Forest (Advisory)
USDA Forest Service – Tahoe National Forest (Advisory)

MOU SIGNATORIES

Chester Public Utilities District
City of Portola
Collins Pine Company
County of Plumas
County of Sierra
East Quincy Community Services District
Feather River Canyon Community Services District
Feather River Land Trust
Feather River Resource Conservation District
Gold Mountain Community Services District
Greenville Rancheria
Grizzly Lake Community Services District
Lassen County Fire Safe Council
Maidu Summit Consortium
Mountain Meadows Conservancy
Natural Resources Conservation District
Plumas-Eureka Community Services District
Plumas National Forest
Plumas Unified School District
Quincy Community Services District
Sierra Institute
Sierra Valley Groundwater Management District

Sierra Valley Resource Conservation District
Sierraville Public Utilities District
Sierra Wildlife Habitat and Community Foundation
Soper Company
Tahoe National Forest
Trout Unlimited
University of California Cooperative Extension
Upper Feather River Watershed Group
Westwood Community Services District

RECITALS

WHEREAS, the Integrated Regional Water Management Planning Act (Water Code Sections 10530 to 10547) authorizes three or more local agencies, at least two of which have statutory authority over water supply or water management, to enter into a memorandum of understanding to establish a Regional Water Management Group; and

WHEREAS, in June of 2005 the County of Plumas, the Plumas County Flood Control & Water Conservation District, the Sierra Valley Groundwater Management District, and the United States Forest Service Plumas National Forest, entered into a memorandum of understanding to adopt an initial Integrated Regional Water Management (“IRWM”) Plan for the Upper Feather River Watershed; and

WHEREAS, the parties to this MOU desire to update and expand the IRWM Plan and to increase coordination and collaboration among stakeholders in the Upper Feather River Region; and

WHEREAS, the parties to this MOU seek to ensure that an appropriate share of IRWM funding available in the Sacramento River funding area is allocated to the Upper Feather River Region; and

WHEREAS, the parties to this MOU seek to implement a long-term IRWM Program within the Upper Feather River Watershed which will be closely coordinated with other planning and land and water resource management interests and agencies; and

WHEREAS, the parties to this MOU seek to provide stability and consistency in the planning, management, and coordination of resources within the Upper Feather River Watershed and to implement projects to benefit the region; and

WHEREAS, the parties to this MOU seek to ensure that IRWM funding and any other future funding is expended in the best way possible to enhance the many beneficial uses of water and other resources in the Upper Feather River Region for the benefit of the region itself and for greater California; and

WHEREAS, the parties to this MOU seek to ensure that the Upper Feather River IRWM Plan and Program objectives, project outcomes, and data are incorporated into the State Water Plan (Bulletin 160) as revised every five years by the Department of Water Resources; and

WHEREAS, the parties to this MOU seek to ensure that the Upper Feather River IRWM Plan and Program objectives, project outcomes, and data are incorporated into the Water Quality Control Plan (Basin Plan) for the Sacramento and San Joaquin River Basins; Federal Energy Regulatory Commission hydroelectric licenses and adaptive management processes; and the California Air Resources Board’s AB 32 Scoping Plan and implementing programs;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the parties to this MOU agree as set forth below to work together for the benefit of the Upper Feather River Region to carry out the purposes of this MOU and to advance the Feather River IRWM Program.

ARTICLE I DEFINITIONS

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

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

“Feather River Regional Water Management Group” or “FRRWMG” means the Regional Water Management Group for the Upper Feather River Region.

“Fiscal Year” means the period from July 1st to and including the following June 30th.

“Integrated Regional Water Management Plan” has the meaning set forth in Water Code Section 10534, which is a comprehensive plan for a defined geographic area, the specific development, content, and adoption of which shall satisfy requirements developed pursuant to Part 2.2 of Division 6 of the Water Code. At a minimum, an integrated regional water management plan describes the major water-related objectives and conflicts within a region, considers a broad variety of water management strategies, identifies the appropriate mix of water demand and supply management alternatives, water quality protections, and environmental stewardship actions to provide long-term, reliable, and high-quality water supply and protect the environment, and identifies disadvantaged communities in the region and takes the water-related needs of those communities into consideration.

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

“Majority” means a majority of members of the Regional Water Management Group have agreed upon an issue or action. There are 9 (nine) voting members of the Regional Water Management Group and 5 (five) members agreeing upon an issue or action means the issue or action has passed.

“Member of the Regional Water Management Group” or “Member” means a local agency or non-governmental organization that has become a party to this MOU. Federal and State agencies are not Members of the Regional Water Management Group, but such agencies may be parties to this MOU and may designate liaisons to the Regional Water Management Group as provided herein.

“MOU” means this Memorandum of Understanding.

“Regional Water Management Group” has the meaning set forth in Water Code Section 10539, which is a group in which three or more local agencies, at least two of which have statutory authority over water supply or water management, as well as those other persons who may be necessary for the development and implementation of a plan that meets the requirements in Water Code Sections 10540 and 10541, participate by means of a joint powers agreement, memorandum

of understanding, or other written agreement, as appropriate, that is approved by the governing bodies of those local agencies.

“Parties” shall mean both Regional Water Management Group and Work Group Signatories.

“Project Manager” means the project manager for the update of the Upper Feather River Integrated Regional Water Management Plan appointed by the Plumas County Flood Control and Water Conservation District.

“Upper Feather River Watershed” and “Upper Feather River Region” mean the drainage area of the Feather River and all of its tributaries upstream from Lake Oroville as depicted in the map attached hereto as Exhibit A.

“Workgroup Signatories” means parties to this MOU who agree to participate in designated Workgroups that provide, at a minimum, input on project selection and prioritization criteria, receive and present comments on draft IRWM Plan chapter reviews, and invite and schedule presentations by technical experts, scientists, and other for Workgroup and Regional Water Management Group meetings. Decision-making by Workgroup Signatories on projects, draft chapters review, etc. will be structured to seek consensus or a super majority agreement by Workgroup Signatories before being forwarded to the Regional Water Management Group.

ARTICLE II PURPOSE AND ORGANIZATION

Section 2.01. Purpose. This MOU is entered into in accordance with the provisions of the IRWM Planning Act for the purposes of permitting a Regional Water Management Group (1) to carry out the Upper Feather River IRWM Program and further develop, implement, and periodically update the Upper Feather River IRWM Plan, and (2) to coordinate planning and actions with neighboring or otherwise connected IRWM regions. In carrying out the IRWM Program, the Regional Water Management Group shall work to:

- a) Support the objectives of the California Department of Water Resources’ IRWM Program, which seeks to ensure sustainable water uses, reliable water supplies, better water quality, environmental stewardship, efficient development, protection of agriculture, and a strong economy.
- b) Promote communication and collaboration in the Upper Feather River Region to identify and implement resource management strategies and projects with broad-based stakeholder support.
- c) Facilitate local investment in projects that can minimize costs and maximize regional benefits through economies of scale or through projects with compound resource benefits.
- d) Establish values for ecosystem services that are provided through water and watershed management actions and develop investment mechanisms to increase financial support from extra-regional beneficiaries of improvements in water supply, water quality, flood control, hydroelectric generation, recreation opportunities, forest health, habitat and species preservation, and carbon sequestration.

- e) Coordinate advocacy and communication efforts amongst the region's stakeholders.

Section 2.02. Term. This MOU shall become effective on Date, 2014. This MOU shall continue in effect until terminated by mutual consent of all current MOU parties. The inclusion of additional parties pursuant to Section 2.15 or withdrawal of some, but not all, of the parties pursuant to Section 2.16 shall not be deemed a termination of this MOU.

Section 2.03. Feather River Regional Water Management Group. Pursuant to the IRWM Planning Act, the Regional Water Management Group signatories to this MOU have agreed to work together to serve as the Regional Water Management Group for the Upper Feather River Region and to carry out the IRWM Program in the region. The Feather River Regional Water Management Group established by this MOU is the successor to Feather River Regional Watershed Initiative, which was the previous regional water management group established by a memorandum of understanding dated July 1, 2005.

Section 2.04. Member Representative; Feather River Regional Water Management Group; Appointing Authorities.

- (a) Member Representative: Each Member shall be represented by an individual designated from time to time by the Member's governing body or executive officer.
- (b) Regional Water Management Group:
 - (i) The Regional Water Management Group shall consist of twelve (12) members appointed from the following categories:
 - 1) Appointed by agreement of the Plumas County Members (representing local government and disadvantaged communities)
 - 2) Appointed by agreement of the Sierra County Members (representing local government and disadvantaged communities)
 - 3) Appointed by agreement of the Feather River Resource Conservation District (representing watershed issues and private landowner interests)
 - 4) Appointed by agreement of the Sierra Valley Resource Conservation District (representing watershed issues and private landowner interests)
 - 5) Appointed by the Maidu Summit Consortium (representing Tribes and Native American interests)
 - 6) Appointed by agreement of the Plumas County Flood Control and Conservation District (representing local government and disadvantaged communities)
 - 7) Appointed by the Sierra Valley Groundwater Management District (representing the Sierra Valley Groundwater Management District)
 - 8) Appointed by the Plumas County Community Development Commission (representing disadvantaged communities, infrastructure, and housing issues)
 - 9) Appointed by the Plumas County Supervisor representing the Almanor Basin (representing the watershed issues of the Almanor Basin)
 - 10) Appointed by Plumas National Forest (advisory) (representing Plumas National Forest)

- 11) Appointed by Lassen National Forest (advisory) (representing Lassen National Forest)
 - 12) Appointed by Tahoe National Forest (advisory) (representing Tahoe National Forest)
- (ii) The appointing authority or authorities shall provide notice to the Project Manager of all appointments to the Regional Water Management Group.
 - (iii) For each Regional Water Management Group Member, a first alternate and a second alternate may be designated by the appointing authority or authorities. The first alternate member may sit and vote with the Regional Water Management Work Group in the absence of the primary member, and the second alternate may sit and vote with the Regional Water Management Group in the absence of the primary member and the first alternate.
 - (iv) Once appointed, a Regional Water Management Group Member or alternate will serve for a term of two years or until a successor has been appointed. A Regional Water Management Group Member or alternate may be reappointed to successive terms. A Regional Water Management Group Member or alternate may be replaced at any time by the appointing authority or by agreement of the appointing authorities.

Section 2.05. Tribal Interests. In addition to representation on the Feather River Regional Water Management Group (FRRWMG) and any participation by Tribes or Native American organizations as Members in the FRRWMG, the FRRWMG shall establish protocols for appropriate consultation as requested by Tribal governments.

Section 2.06. Federal Agency Liaisons. The Federal Agencies that are parties to this MOU agree to designate liaisons from their respective agencies to promote coordination between plans and actions of the FRRWMG and Federal plans and actions.

Section 2.07. State Agency Liaisons. The Department of Water Resources, the Central Valley Regional Water Quality Control Board, the Department of Conservation, and the Department of Fish and Game may designate liaisons with whom the FRRWMG will work to promote coordination with State plans and actions.

Section 2.08. Meetings of the Regional Water Management Group.

(a) Meetings:

- (i) Regional Water Management Group. The Regional Water Management Group shall meet from time to time as necessary to conduct business and no less frequently than every three months.
- (ii) Public. The Project Manager will solicit opportunities for public education such as presentations to community organizations and at community functions, media interviews, and by providing educational materials to MOU signatories or at conferences or workshops. Two public hearings will be held at the north and southern areas of the Region. The RWMG or Workgroup meetings may be held in different locations within the region at the request of their members.

All meetings of the Regional Water Management Group (except closed sessions authorized

by the Brown Act), and of Workgroups shall also be open to the public.

- (b) Call, Notice and Conduct of Meetings: All meetings of the Regional Water Management Group shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code section 54950, et seq.). Neighboring IRWM region shall be provided notice of all meetings of the Regional Water Management Group.

Section 2.09. Minutes. The Project Manager shall cause to be kept minutes of the meetings of the Regional Water Management Group and shall, as soon as possible after each meeting, cause a draft copy of the minutes to be forwarded to each Member of the Regional Water Management Group and any other interested parties who have requested to be included on the distribution list.

Section 2.10. Quorum; Required Votes; Approvals.

- (a) Regional Water Management Group: A majority of the Regional Water Management Group Members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Regional Water Management Members shall be required to take any action by the Regional Water Management Group.
- (b) Members: The presence of a majority of Regional Water Management Group Member Representatives shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

Section 2.11. Workgroups. The Workgroup Signatories shall designate a Chair for each Workgroup. Workgroups shall review proposals for plans, projects, and any other actions and provide input to the respective Workgroup Chairs. The Workgroup Chairs shall preside over Workgroup meetings, coordinate Workgroup activity with the Project Manager, and present proposals or recommendations for consideration by the Regional Water Management Group Members. The Regional Water Management Group may designate an interim Chair for any Workgroup when the Workgroup has not designated a Chair. Workgroup meetings and participation shall be open to all interested parties and the public. Until revised in Bylaws approved by the Regional Water Management Group, the following initial Workgroups shall have responsibility for the general issues described:

- (a) Agricultural Land Stewardship Workgroup: this Workgroup includes irrigated lands, water quality issues, agricultural water supply reliability, and agricultural water use efficiency.
- (b) Uplands and Forest Management Workgroup: this Workgroup would include pollution prevention (wildfires, roads), watershed management (forest-water interactions), forest ecosystem restoration, upland recharge area protection, flood risk reduction (through wildfire risk reduction), precipitation enhancement (better groundwater infiltration and less evapotranspiration through forest stand density reduction), etc.

- (c) Floodplain and Meadow and Waterbodies Management Workgroup: this Workgroup would include recharge area protection, flood risk management, pollution prevention, ecosystem restoration, and maybe conjunctive management and groundwater.
- (d) Municipal Services Workgroup: this Workgroup would include recycled municipal water, urban water use efficiency, groundwater and surface water pollution prevention, water system reoperation, drinking water treatment and distribution, and perhaps groundwater and aquifer remediation, urban runoff management, and matching water quality to use.

Section 2.12. Bylaws. The Regional Water Management Group Members may, from time to time, adopt Bylaws for the conduct of business. They may adopt, from time to time, policies or procedures for the administration and financial matters of Regional Water Management Group.

Section 2.15. Addition of Signatories. Any local agency, non-governmental organization, or other entity that is not a party to this MOU and desires to become a party to this MOU shall submit a written request to the Project Manager. Upon approval by the Regional Water Management Group at a duly convened meeting, a new party to this MOU shall be allowed to execute an amendment to this MOU adding the new party. This MOU shall be deemed amended to reflect the addition of new parties upon execution of the amendment by the new party and by the Project Manager.

Section 2.16. Withdrawal of Party to MOU. Any party to this MOU may withdraw from this MOU at any time by providing notice of such withdrawal to the Project Manager. Upon the effective date of withdrawal, this MOU shall be deemed automatically amended to reflect the deletion of the withdrawing party.

ARTICLE III OPERATION AND ADMINISTRATION

Section 3.01. Chair and Vice-Chair. The Regional Water Management Group shall select from among its members a Chair and a Vice-Chair. Each such officer shall serve for a term of one (1) year. The Chair shall preside over meetings of the Regional Water Management Group and perform such other duties as may be imposed by the Regional Water Management Group through Bylaws or by the Regional Water Management Group through policies. The Vice-Chair shall assume the duties of the Chair in the Chair's absence or unavailability.

Section 3.02. Project Manager. The Project Manager shall be responsible for the call and noticing of all Regional Water Management Group meetings pursuant to the Brown Act. The Regional Water Management Group may further provide for the duties and responsibilities of the Project Manager through administrative and fiscal policies.

Section 3.03. Fiscal Agent. The Plumas County Flood Control & Water Conservation District shall serve as the Fiscal Agent to receive, disburse, and account for funds related to this MOU. Signatories may make contributions to the Fiscal Agent to support the Feather River IRWM Program in such amounts as the Signatories may agree, in their individual discretion, to contribute from time to time. Funding received by the Fiscal Agent to carry out projects shall be disbursed to other Signatories or to cooperating entities only after the Fiscal Agent enters a funding agreement or collection agreement ("Project Contracts") with the other Signatory or entity, as may be

appropriate or required depending on the source of the funding and any requirements of the recipient party or entity. The Fiscal Agent shall be responsible for any necessary financial reporting under this MOU, including reports needed to comply with the terms of any grant agreement.

Section 3.04. Relationship of the Parties. In entering into this MOU, it is the intention of the Parties that this MOU shall not be construed to be an enforceable contract or agreement, but rather a statement of principles, and shall not be the basis for litigation between the parties or by any third party. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, against any of the Parties or their agencies or officers or against any person.

Signature Page

UPPER FEATHER RIVER INTEGRATED REGIONAL WATER MANAGEMENT

MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

Member: _____

Signature: _____

Name/Title: _____

Date: _____