

**Memorandum of Understanding (MOU)
Regarding coordination among participants in the
Sierra Nevada Water Workgroup**

Recitals

WHEREAS the Sierra Water Workgroup (hereinafter collectively referred to as the "SWWG") was formed to provide a collaborative multi-stakeholder, Sierra-wide, flexible approach to assisting regional efforts in protecting and enhancing water quality, water supply, and watershed health;

WHEREAS, the SWWG geographic boundary includes all or part of the twenty-two counties that make up the Sierra Nevada region and is organized into six sub-regions: North: Modoc, Lassen, Shasta Counties; North Central: Tehama, Butte, Plumas, Sierra Counties; Central: Yuba, Nevada, Placer, El Dorado Counties; South Central: Amador, Calaveras, Tuolumne, Mariposa Counties; South: Madera, Fresno, Tulare, Kern Counties; East: Alpine, Mono, Inyo Counties;

WHEREAS, the SWWG is comprised of representatives from each Integrated Regional Water Management Planning region (IRWMP) in the Sierra Nevada and advisory members that include regional organizations representing diverse water interests: sovereign Tribal nations, non-profit/non-governmental organizations, local, state, and federal agencies, and private citizens;

WHEREAS the SWWG objectives include coordinating amongst IRWMP; coordinating and collaborating with local and regional agencies, organizations and other stakeholders interested in Sierra water; exchanging information and tools for water and watershed management; serving as an information source regarding state and federal water policy issues for local governments, non-profits, and other stakeholders; raising the profile of the Sierra to increase private, state and federal funding opportunities;

WHEREAS the SWWG will advocate for Sierra water issues in state, federal and legislative administrative forums as it relates to educating Californians on the importance of the State's primary watershed, investing resources and funding to headwater stewardship; protecting water quality through watershed management; protecting the principles of the area of origin and watershed protection laws; supporting sustainable forest management practices; and improving headwater stewardship by coordinating state, federal, local and regional resource management agencies with regional stakeholders in the Sierra Nevada;

WHEREAS the SWWG represents a collaboration of IRWMP stakeholders in the Sierra, while recognizing that each IRWMP and participant in the Sierra region has different and unique issues of concern;

WHEREAS the SWWG recognizes that important relationships and mutual interests exist between the upper and lower watersheds, and in some cases, the objectives of one region are dependent on actions in the other;

WHEREAS the SWWG believes that collaborative communication and coordinated regional responses to water resource management within the Sierra Nevada will enhance watershed management activities and resource sustainability overall;

THEREFORE, be it resolved that each of the undersigned participants in SWWG agree to work in cooperation with the SWWG pursuant to the following Principles of Agreement and Procedural Understanding:

Principles of Agreement

1. The IRWMPs in the Sierra will select one formal designee to represent them on the SWWG. The designee will represent the views of the region that selected them to participate in the process.
2. SWWG members will attend meetings consistently and, if unable to attend, will send an alternate also designated by their participating region. However, use of alternates is not encouraged as this can interfere with the continuity of discussion and decision-making.
3. The SWWG is the decision-making body of the SWWG process, and its members will achieve consensus (agreement among all participants) in all of its decision-making.
4. Definition of "Consensus": In reaching consensus, some Workgroup members may strongly endorse a particular proposal while others may accept it as "workable." Others may be only able to "live with it." Still others may choose to "stand aside" by verbally noting a disagreement, while allowing the group to reach a consensus without them if the decision does not compromise their interests. Any of these actions still constitutes consensus.
5. SWWG members will regularly communicate information about the process and programs to their regional groups, which should include organizations and agencies, as well as the individual constituencies and communities they represent.
6. A SWWG member's eligibility to take part in SWWG decision-making depends on active participation by that member or alternate. "Active Participation" is defined as a member or alternate attendance of a minimum of three of the four previous meetings in person or by phone.
7. Regional stakeholders are non-voting members, who are regional organizations. They may choose to formally support any programs, projects, policies, or documents produced by the SWWG.
8. Regional Stakeholders will consist of regional organizations, state and federal agencies, and tribal interests.
9. Definition of a "regional organization": intended to describe an organization whose jurisdiction

and/or boundaries extend over multiple IRWMP regions in the Sierra Nevada.

10. One formal designee and alternate will be selected, and will represent the views of the regional organization that selected them to participate in the process.
11. Nothing in this MOU shall obligate any signatory to transfer or commit any funds. Specific work projects or activities that involve the transfers of funds, services, or property among and/or between the various SWWG participants require the execution of a separate written agreement;

Procedural Understanding


1. The signatories to this MOU may extend, terminate, or otherwise amend this MOU at any time in their discretion by mutual written consent signed by all signatories to this MOU. This MOU will be reviewed and updated as needed.
2. Any signatory to this MOU may terminate its participation in this MOU at any time.
3. This MOU shall commence as of the Effective Date and continue for five (5) years thereafter, unless earlier terminated as provided herein.
4. Any group or individual with an interest in the SWWG may become a signatory to this MOU.
5. This MOU does not, in itself, provide such authority to bind any signatory hereto to any future project or activity. Negotiation, execution, and administration of each such agreement for future projects or activities must comply with all applicable statutes and regulations.
6. To the fullest extent allowed under State and federal law, including without limitation the Federal Tort Claims Law, each signatory to this MOU shall defend, indemnify, and hold harmless each of the other signatories to this MOU (and their officials, employees, agents and representatives) from and against any and all liability, loss, expense, and/or claims for any injury or damages to any person (including without limitation death of any person) or property (real, personal or financial) arising out of any activity under this MOU but only in proportion to and to the extent that such liability, loss, expense, and/or claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party.
7. Because of the participation of several governmental organizations in the proceedings of the SWWG activities, any information shared or indicated within SWWG meetings or other meetings including SWWG agenda items and/or discussions may be subject to public disclosure under the Freedom of Information Act (5 U.S.C. § 552) and/or California Public Records Act (Gov. Code § 6250, et seq.).

8. The original MOU, including signature pages of all original and subsequent signatories, will be kept on file at the Sierra Water Workgroup Headquarters located at 3500 Valley View Road, Rescue, CA 95672 under the custody of Liz Mansfield, Sierra Water Workgroup Director (916) 273-0488. Complete copies will be made available upon request.

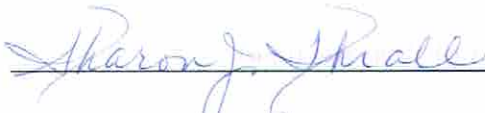
I have read the MOU, and agree to follow the established guidelines and perform the established tasks.


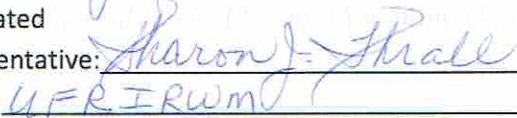


Liz Mansfield
Director, Sierra Water Workgroup



DATE



Designated
Representative: 
IRWM: 



DATE

Designated
Alternate: _____
IRWM: _____

DATE