

**Upper Feather River
Integrated Regional Water Management
Regional Water Management Group Meeting
April 29, 2026**

To: Upper Feather River Regional Water Management Group
From: Uma Hinman, Hinman & Associates Consulting
Subject: Proposed Working Draft Revisions #2 To The RWMG Memorandum Of Understanding

INTRODUCTION

a) Working Draft #2 Revisions to the UFR IRWM Memorandum of Understanding

The UFR RWMG was established by a [Memorandum of Understanding](#) (MOU) in November 2014 to implement a long-term IRWM Program in the Upper Feather River Watershed. The MOU articulates a coordinated approach to planning and land and water resource management among agencies and stakeholders, with the goal of promoting stability, consistency, and effective resource management, and facilitating implementation of projects that benefit the region.

To ensure the organization remains responsive to evolving State priorities, the RWMG previously directed staff to prepare revisions to the 2014 MOU. A working draft was presented in the October 9, 2025 agenda packet; however, due to time constraints, the item was continued for future consideration. The revised draft MOU included as Attachment 1 has been further refined and is presented for discussion and direction.

The [California Water Plan Update 2023](#) emphasizes watershed-based approaches, climate resilience, and equity through strengthened collaboration with local and regional partners. Core elements include:

- Managing water from headwaters to outflow at a watershed scale.
- Prioritizing equity and inclusiveness.
- Analyzing climate risks and adaptations at the watershed level.
- Collaborating across water, flood, groundwater, quality, forest/fire, ecosystem, and land use sectors.
- Developing metrics to track outcomes regionally and statewide.

To advance these priorities, the State has identified the Watershed Resilience Program as an evolution of the IRWM framework. The program builds on existing regional partnerships and planning efforts while placing increased emphasis on climate vulnerability assessment, adaptation planning, watershed-scale collaboration, and equity and inclusiveness. Expanded collaboration across water-related sectors (water supply, flood, groundwater, water quality, forest/fire, ecosystem, and land use) is a central component of this approach.

The Watershed Resilience Implementation Grant Program, funded through Proposition 4, will support projects that improve water system resilience and adaptive capacity statewide.

The proposed revisions to the working draft MOU (Attachment 1) are intended to incorporate Watershed Resilience Program concepts and terminology into the existing IRWM framework. The revisions are designed to acknowledge and build upon the established collaborations and accomplishments of the Upper Feather River IRWM Program, while positioning the RWVG to align with the updated State priorities and maintain eligibility for future Proposition 4 funding opportunities.

b) Establish Process for Review, Revision and Execution of MOU

To support timely consideration and adoption of the updated MOU, staff recommends the RWVG establish a clear process for review, revision, and execution of the document. Formalizing this process will provide structure for incorporating member input, ensure consistency in review across participating agencies, and facilitate coordinated approval and execution.

At a minimum, the process may include: (1) circulation of the working draft for member review and comment within a defined timeframe; (2) consolidation of comments and preparation of a revised draft by staff; (3) RWVG consideration and concurrence on a final draft; and (4) distribution for agency-level authorization and signature. Establishing agreed-upon timelines and points of contact will assist in maintaining momentum and ensuring the MOU update is completed in advance of upcoming State funding opportunities.

Staff requests direction from the RWVG on the preferred approach and schedule for completing the review and execution process.

STAFF RECOMMENDATION

Informational.

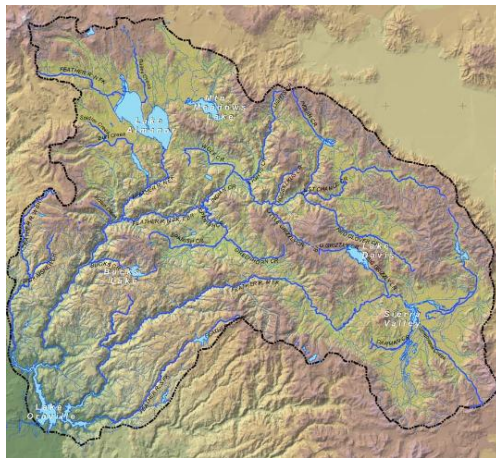
ATTACHMENT

1. Working Draft MOU Revisions #2

ATTACHMENT 1

~~PLUMAS COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT~~
UPPER FEATHER RIVER
INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM

MEMORANDUM OF UNDERSTANDING



~~November 14, 2014~~

October 9, 2025

Regional Water Management Group Meeting Working Draft Revisions #1
BOARD DIRECTION AT THE MEETING OF OCTOBER 9, 2025 WAS TO SCHEDULE A DISCUSSION
OF THE DRAFT MOU REVISIONS FOR THE NEXT BOARD MEETING OF THE IRWM RWMG

April 29, 2026

Regional Water Management Group Meeting Working Draft Revisions #2

UPPER FEATHER RIVER

INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into effective ~~November~~ 14<MONTH DAY>, 2014<YEAR>, by the following parties:

REGIONAL WATER MANAGEMENT GROUP

County of Plumas

County of Sierra

County of Butte

<INCLUDE COUNTY OF LASSEN?>

Plumas County Flood Control and Water Conservation District

Feather River Resource Conservation District

Sierra Valley Resource Conservation District

Sierra Valley Groundwater Management District

<INCLUDE MUNICIPAL SERVICES DISTRICT REPRESENTATIVE?>

Plumas County Community Development Commission <STILL APPROPRIATE?>

Native American Representative <REVIEW WITH TRIBES AND TRIBAL

MEMBERS/UPDATE?>

Appointee from the Almanor Basin <REVIEW FOR CHANGE TO “AT LARGE” MEMBER

NOT ASSOCIATED WITH ANY ONE REGION?>

USDA Forest Service – Plumas National Forest (Advisory)

USDA Forest Service – Lassen National Forest (Advisory)

USDA Forest Service – Tahoe National Forest (Advisory)

MOU SIGNATORIES

NOTE TO READER: The revised MOU will require outreach to the list of signatories below, and others that were not engaged in 2014 but may want to engage at this time, including a commitment/renewed commitment to participate in the form of updated signatures/information.

NOTE TO READER: The IRWM Program and Plan requires an agency/organization applying for grant funding through the IRWM Program be a signatory to the MOU.

Chester Public Utilities District

City of Portola

Collins Pine Company

County of Butte

County of Plumas

County of Sierra

~~American Valley 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 for Community and Environment
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 (IRWM) Planning Act of 2008 (California 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 2005, under the guidelines of Proposition 50 and of the California Department of Water Resources' (DWR) IRWM Program, and building on the past collaboration of the Feather River Coordinated Resource Council, the Plumas Watershed Forum, and other existing programs and plans in the region,~~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 ("**MOU**") to cause to be prepared and ~~adopted~~ an initial Integrated Regional Water Management ("**IRWM**") Plan for the Upper Feather River Watershed; and

WHEREAS, in 2008, a process was initiated to reorganize the Upper Feather River Regional Water Management Group ("RWMG") to create a more formal governance structure, increase stakeholder participation and collaboration, and meet requirements of the IRWM Planning Act of 2008; and

WHEREAS, in November of 2014, under the guidelines of Proposition 84, the MOU was updated and expanded to increase coordination and collaboration among stakeholders in the Upper Feather River Region and included member agencies of the County of Plumas, County of Sierra, Plumas County Flood Control & 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), and USDA Forest Service – Tahoe National Forest (Advisory); and

WHEREAS, the County of Butte became a signatory to the MOU in 2016; 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, in November 2016, under the guidelines of Proposition 84 and Proposition 1, the Upper Feather River RWMG caused to be prepared and adopted the 2016 Upper Feather River IRWM Plan; and

WHEREAS, in response to the California Water Plan Update 2023 and the voter-approved Proposition 4 *Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024* refocusing of state priorities and intent to evolve the IRWM Program into the Watershed Resilience Program, the RWMG seeks to revise its MOU to include the focused priorities addressing climate urgency, building regional resilience through multi-benefit projects, integrated resource management, and nature-based solutions, with a strong focus on resilience and equity; and

WHEREAS, in building on the Upper Feather River IRWM Program's water and climate resilience goals, objectives, implementation successes, and collaborations, the RWMG seeks to increase inclusivity, equity, and further incorporate climate vulnerability assessment, adaptation planning, watershed-scale collaboration, equity and inclusiveness, increased collaboration across

water-related sectors, water supply, flood, groundwater, water quality, forest/fire, ecosystem, and land use sectors; and

WHEREAS, the parties to this MOU seek to ensure that an appropriate share of IRWM and Water Resilience Program 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 continue implementation of both a long-term the IRWM Program and its successor, the Water Resilience Program, within the Upper Feather River Watershed, ~~which will to~~ be closely coordinated with other ~~planning and~~ land and water resource planning and management interests and agencies; and

WHEREAS, the parties to this MOU seek to provide and support stability and consistency in the planning, management, and coordination of resources within the Upper Feather River Watershed and to implement and support projects ~~that~~ result in increased water, forest and climate resilience within ~~benefit~~ the region and for greater California; and

WHEREAS, the parties to this MOU seek to ensure that IRWM, Water Resilience Program, forest and climate resilience 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 California Water Plan (Bulletin 160) as revised every five years by DWR, and currently reflected in California Water Plan Update (Bulletin 160-23), consistent with California Water Code Section 10547; 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 California Water Plan (CWP) Water Quality Control Plan (Basin Plan) for the Sacramento and San Joaquin River Basins; Federal Energy Regulatory Commission (FERC) hydroelectric licenses and adaptive management processes; and the California Air Resources Board's Assembly Bill (AB) 32 Scoping Plan and implementing programs, as amended, and the parties further seek to ensure that UFR IRWM Plan and Program objectives contribute to achievement of the State's greenhouse gas reduction goals under the California Global Warming Solutions Act of 2006 (AB 32), as amended, the California Climate Crisis Act (AB 1279, 2022), and SB 100, and support the State's Climate Adaptation Strategy; and updates; and

WHEREAS, the UFR Watershed is the primary headwaters of the State Water Project, the source of water supply for approximately 23 million Californians through Lake Oroville, the State Water Project's keystone reservoir, and the parties to this MOU recognize that protecting, restoring, and sustainably managing this water is a matter of statewide significance warranting continued and expanded state investment; and

WHEREAS, the California Natural Resources Agency released the Water Resilience Portfolio in 2020 (updated 2023), which calls for local, regional, Tribal, federal, and private entities to coordinate across watersheds to build a climate-resilient water system, and the parties to the MOU recognize that the Upper Feather River Watershed, as the primary headwaters for the State Water

Project, is among the most strategically significant source watersheds in the state for achieving Portfolio goals of supply reliability, multi-hazard resilience, and ecosystem protection; and

WHEREAS, California voters approved Proposition 4, the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Senate Bill 867, Chapter 83, Statutes of 2024), which allocates one \$100 million to DWR for projects related to integrated regional water management to improve climate resilience on a watershed basis, and which directs DWR to update and revise the guidelines for the IRWM Program to address impacts associated with climate risk, and the parties to this MOU recognize that the UFR Watershed, as the primary headwaters of the State Water Project, represents a critical priority for state investment under this and future funding authorities; and

WHEREAS, DWR has established the Watershed Resilience Program as an evolution of the IRWM Program, emphasizing climate vulnerability assessment, adaptation planning, watershed-scale collaboration across water supply, flood, groundwater, water quality, forest and fire, and ecosystem sectors, headwaters-to-outlets planning, and equity and inclusiveness, and the parties to this MOU recognize that the UFR Watershed is a high-priority headwater planning area under this program.

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 Upper Feather River IRWM Program.

ARTICLE I DEFINITIONS

<NOTE TO READER: DEFINITIONS FROM VARIOUS RECITALS PROPOSED TO BE INCLUDED>

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.

“California Water Plan” means the State’s strategic plan for sustainable water management, updated every five years by the Department of Water Resources pursuant to Water Code Section 10004 et seq., and currently reflected California Water Plan Update 2023 (Bulletin 160-23) and future updates thereto.

“Climate Vulnerability Assessment” means an assessment that identifies watershed-scale climate resilience targets related to water supply, water quality, habitat protection and enhancement, flood protection, and other climate resilience targets, consistent with the standards established by the Department of Water Resources under Water Code Section 91031.

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

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

“Disadvantaged Community” or “DAC” means a community with a median household income (MHI) less than 80 percent of the statewide annual median household income, consistent with the definition in the applicable DWR IRWM Grant Program Guidelines.

“Equity” means the fair treatment, meaningful involvement, and shared decision-making power of all people in water resource planning and management, including but not limited to Disadvantaged Communities, Economically Distressed Areas, and Tribal communities.

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

“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 that~~ satisfies requirements ~~developed pursuant to~~under Part 2.2 of Division 6 of the Water Code, ~~and that.~~ ~~A~~ at a minimum, ~~an integrated regional water management plan~~ describes the region’s major water-related objectives and conflicts within a region, considers a broad variety of water management strategies, identifies thean appropriate mix of ~~water demand and~~supply and demand management alternatives, water quality protections, and environmental stewardship actions to provide long-term, reliable, ~~and high quality~~ water supply and protect the environment, and addresses the water-related needs of ~~identifies~~disadvantaged communities within 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 simple majority of voting members of the Regional Water Management Group RWMG 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 RWMG, but such agencies may be parties to this MOU and may designate liaisons to the Regional Water Management Group RWMG as provided herein.

“MOU” means this Memorandum of Understanding.

“Regional Water Management Group” or **“RWMG”** 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. <NOTE TO READER: WHILE STILL IN WATER CODE, IN THE CWP 2023 UPDATE THE TERM HAS TRANSITIONED FROM – “RWMG” TO WATERSHED NETWORK>

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

“Program Coordinator~~Project Manager~~” means the ~~project manager for the administrative management entity~~ update of the Upper Feather River ~~Integrated Regional Water Management~~ IRWM Plan ~~program~~ appointed assigned by the County of Plumas ~~County Flood Control and Water Conservation District~~.

“Signatories” means parties to this MOU who agree to participate and provide, at a minimum, input on strategic planning, IRWM Plan updates, and implementation project selection and prioritization criteria. Decision-making by Signatories on projects, planning recommendations, etc. will be structured to seek consensus or a super majority agreement by Signatories before being forwarded to the RWMG. Signatories may also participate in ad-hoc committee assignments, as appointed by the RWMG.

“Upper Feather River Regional Water Management Group” or **“UFR RWMG”** means the Regional Water Management Group for the Upper Feather River Region.

“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.

“Watershed Network” is defined in the California Water Plan 2023 Update as a planned gathering of individuals and organizations focused on addressing one or more complex, shared challenges or opportunities, with the intention of collaboratively addressing each of its members’ concerns at a watershed scale while advancing shared interests. <NOTE TO READER: NEW TERMINOLOGY; REPLACE RWMG? SEE ABOVE>

“Watershed Resilience Program” means the Department of Water Resources’ program that builds on the Integrated Regional Water Management (IRWM) Program with stronger emphasis on climate vulnerability assessment, adaptation planning, watershed-scale collaboration, and equity and inclusiveness, funded in part by Proposition 4 The Safe Drinking Water, Wildfire Prevention, Drought Preparedness (2024), and the Clean Air Bond Act of 2024.

~~“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~~RWVG (1) to carry out the Upper Feather River IRWM ~~Program and Watershed Resilience Programs~~ and ~~further develop~~, implement, and periodically update the Upper Feather River IRWM Plan to meet evolving state priorities and resilience goals, and (2) to coordinate water, forest and climate resilience planning and actions with neighboring or otherwise connected IRWM regions and watershed networks. In carrying out the IRWM Program, the ~~Regional Water Management Group~~RWVG shall work to:

- a) Support the objectives and priorities of the California Department of Water Resources' California Water Plan, including the 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. And to develop and implement priorities and strategies to meet the goals of the Water Resilience Program:
 - (i) Managing water from headwaters to outflow at a watershed scale.
 - (ii) Prioritizing equity and inclusiveness.
 - (iii) Analyzing climate risks and adaptations at the watershed level.
 - (iv) Collaborating across water, flood, groundwater, quality, forest/fire, ecosystem, and land use sectors.
 - (v) Developing metrics to track outcomes regionally and statewide.
- ~~a)~~b) Promote communication and collaboration in the Upper Feather River Region to identify, ~~and~~ implement and support resource management strategies, performance measures, and projects with broad-based stakeholder support.
- ~~b)~~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.
- ~~c)~~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, prioritizing equity and inclusiveness.
- f) Recognize and articulate the statewide significance of the UFR Watershed as the primary headwaters of the State Water Project, the source of waters supply for approximately 23 million Californians through Lake Oroville, and a critical investment priority for the State of California, and seek funding and partnerships commensurate with that significance.
- g) Support climate resilience by conducting and regularly updating a Climate Vulnerability Assessment for the UFR Watershed, consistent with DWR guidelines and the California

Water Plan Update 2023, and by developing and implementing adaptive management strategies in response to identified climate risks.

- h) Advance equity in water management by ensuring meaningful participation of DACs, EDAs, and Tribal communities in IRWM planning and decision-making, and by prioritizing projects that provide direct benefits to these communities.
- i) Coordinate across water-related sectors, including water supply, groundwater, flood management, water quality, forest and fire management, ecosystem restoration, and land use, to develop integrated watershed-scale solutions consistent with the Watershed Resilience Program guidelines and California Water Plan Update 2023.
- 4)j) Seek funding under Proposition 4 (20240, the Watershed Resilience Implementation Grant Program, and other available state and federal programs consistent with the goals of this MOU, and maintain IRWM Plan standards sufficient for eligibility under applicable DWR guidelines.

Section 2.02. Term. This MOU shall become effective on ~~Date~~ <MONTH DAY>, 2014<YEAR>. 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. Upper Feather River Regional Water Management Group. Pursuant to the IRWM Planning Act, the ~~Regional Water Management Group~~RWMG signatories to this MOU have agreed to work together to serve as the ~~Regional Water Management Group~~RWMG for the Upper Feather River Region and to carry out the IRWM and Watershed Resilience Programs in the region. The Upper Feather River ~~Regional Water Management Group~~RWMG 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; Upper 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~~RWMG shall consist of ~~twelve-fifteen~~ (125) 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 Butte County Members (representing local government and disadvantaged communities)
 - 4) <INCLUDE LASSEN COUNTY?>
 - 5) <INCLUDE MUNICIPAL SERVICES DISTRICT REPRESENTATIVE?>
 - 2)6) Appointed by agreement of the Feather River Resource Conservation District

- (representing watershed issues and private landowner interests)
- ~~3)7)~~ Appointed by agreement of the Sierra Valley Resource Conservation District (representing watershed issues and private landowner interests)
- ~~4)8)~~ Appointed by the Maidu Summit Consortium (representing Tribes and Native American interests) <REVIEW WITH TRIBES AND TRIBAL MEMBERS/UPDATE?>
- ~~5)9)~~ Appointed by agreement of the Plumas County Flood Control and Conservation District (representing local government and disadvantaged communities)
- ~~10)~~ Appointed by the Sierra Valley Groundwater Management District (representing the Sierra Valley Groundwater Management District)
- ~~6)11)~~ Appointed by the Plumas County Community Development Commission (representing disadvantaged communities, infrastructure, and housing issues) <STILL APPROPRIATE?>
- ~~7)12)~~ Appointed by the Plumas County Supervisor representing the Almanor Basin (representing the watershed issues of the Almanor Basin) <MAKE AN “AT-LARGE” PUBLIC MEMBER – NOT ASSOCIATED WITH ANY ONE REGION?>
- ~~8)13)~~ Appointed by Plumas National Forest (advisory) (representing Plumas National Forest)
- ~~9)14)~~ Appointed by Lassen National Forest (advisory) (representing Lassen National Forest)
- ~~10)15)~~ Appointed by Tahoe National Forest (advisory) (representing Tahoe National Forest)
- (ii) The appointing authority or authorities shall provide notice to the Program Coordinator ~~Project Manager~~ of all appointments to the Regional Water Management Group ~~RWMG~~.
- (iii) For each Regional Water Management Group ~~RWMG~~ 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 the Regional Water Management ~~RWMG Work Group~~ in the absence of the primary member, and the second alternate may sit and vote with the Regional Water Management Group ~~RWMG~~ in the absence of the primary member and the first alternate.
- (iv) Once appointed, a Regional Water Management Group ~~RWMG~~ Member or alternate will serve for a term of two years or until a successor has been appointed. A Regional Water Management Group ~~RWMG~~ Member or alternate may be reappointed to successive terms. A Regional Water Management Group ~~RWMG~~ 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 Upper Feather River ~~Regional Water Management Group (FRRWMG)~~ and any participation by the region’s Tribes or Native American organizations as Members in the ~~FRRWMG~~, the ~~FRRWMG~~ shall establish protocols for appropriate government-to-government consultation with as requested by Tribal governments whose ancestral territories overlap with the UFR Watershed, consistent with Governor’s Executive

Order B-10-11 and DWR’s Tribal Engagement Policy. Participation in UFR RWMG processes does not constitute a waiver of Tribal sovereign immunity.

Section 2.05b. Meaningful Tribal Participation. Tribal nations, Tribal members, and Native American organizations may participate in the UFR RWMG and its working groups as full participants, including in leadership roles. The UFR RWMG shall actively work to support Tribal participation in IRWM planning, project development, and grant applications, including by providing technical assistance where feasible.

Section 2.05(c). Traditional Ecological Knowledge. The UFR RWMG shall develop protocols, in collaboration with Tribal partners, to incorporate Tribal traditional ecological knowledge and indigenous science into IRWM planning processes, with the free, prior, and informed consent of contributing Tribal nations and subject to those nations’ data governance policies.

Section 2.05(d). Tribal Liaison. The UFR RWMG shall designate a Tribal Liaison function, with responsibilities including: facilitating communication between the UFR RWMG and Tribal governments; coordinating Tribal engagement consistent with applicable DWR grant guidelines; supporting Tribal participation in project solicitation processes; and ensuring Tribal perspectives are reflected in UFR IRWM Plan updates.

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 ~~FR~~RWMG 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–Wildlife~~ may designate liaisons with whom the ~~FR~~RWMG 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~~RWMG shall meet from time to time as necessary to conduct business and no less frequently than ~~every three months~~once annually.
- (ii) Public. The ~~Program Coordinator–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~~RWMG (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~~RWMG 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 ~~Program Coordinator~~Project Manager shall cause to be kept minutes

of the meetings of the ~~Regional Water Management Group~~RWMG 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~~RWMG 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~~RWMG 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~~RWMG shall be required to take any action by the ~~Regional Water Management Group~~RWMG.
- (b) Members: The presence of a majority of ~~Regional Water Management Group~~RWMG 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. ~~<CONFIRM WORKGROUPS ARE STILL RELEVANT?> The Workgroup Signatories shall designate a Chair for each Workgroup. Workgroups may be convened or established from time to time, as needed and assigned by the RWMG.- Workgroups may include assignment of RWMG Members and stakeholders, and may include purposes such as~~ reviewing proposals for plans, projects, and any other actions and provide input to the respective Workgroup Chairs~~RWMG. The Workgroups Chairs shall preside over Workgroup meetings, coordinate Workgroup activity with the Project Manager, and may present proposals or recommendations for consideration by the Regional Water Management Group~~RWMG Members. The ~~Regional Water Management Group~~RWMG 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. Although not limited to the following categories, Until revised in Bylaws approved by the Regional Water Management Group, the following initial Workgroups established in the 2014 MOU were assigned~~shall have~~ responsibility for the general issues described below, and may be reconvened as needed:

- (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.
- (e) Tribal Workgroup: this Workgroup includes traditional ecological knowledge, traditional cultural resources, and integration of indigenous principles and practices.

Section 2.12. Bylaws. The ~~Regional Water Management Group~~RWMG 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~~RWMG.

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~~Program Coordinator for consideration by the RWMG. Upon approval by the ~~Regional Water Management Group~~RWMG 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 ~~Program Coordinator~~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 written notice of such withdrawal to the RWMG through the Project Program Manager~~Coordinator~~. Upon the effective date of withdrawal, this MOU shall be deemed automatically amended to reflect the deletion of the withdrawing party.

Section 2.17. MOU Review. The RWMG shall review this MOU for needed updates at minimum every five years, or upon release of a new California Water Plan update, new DWR IRWM Grant Program Guidelines, or a new state water bond measure that substantially changes IRWM program requirements. The RWMG shall document the results of each review and any recommended amendment for consideration by all MOU signatories.

ARTICLE III

OPERATION AND ADMINISTRATION

Section 3.01. Chair and Vice-Chair. The ~~Regional Water Management Group~~RWMG 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~~RWMG and perform such other duties as may be imposed by the ~~Regional Water Management Group~~RWMG through Bylaws or by the ~~Regional Water Management Group~~RWMG through policies. The Vice-Chair shall assume the duties of the Chair in the Chair's absence or unavailability.

Section 3.02. ~~Project Manager~~Program Coordinator. The ~~Program Coordinator~~ Project Manager ~~is assigned as the Fiscal Agent and~~ shall be responsible for the call and noticing of all ~~Regional Water Management Group~~RWMG meetings pursuant to the Brown Act. The ~~Regional Water Management Group~~RWMG may further provide for the duties and responsibilities of the Program Coordinator ~~Project Manager~~ through administrative and fiscal policies.

Section 3.03. Fiscal Agent. The ~~Plumas County~~ of Plumas Flood Control & Water Conservation District shall serve as the Fiscal Agent to receive, disburse, and account for funds related to this MOU and in support of the IRWM Program. Signatories may make contributions to the Fiscal Agent to support the Upper 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 pParties 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.

ARTICLE IV

CLIMATE RESILIENCE AND WATERSHED PLANNING

Section 4.01. Climate Vulnerability Assessment. <THIS APPEARS TO BE A NEW REQUIREMENT. NOTE, THERE IS A CLIMATE CHAPTER IN THE IRWM PLAN. SUGGEST BUILDING ON THE INFORMATION IN THE PLAN AND REQUIRED CLIMATE VULNERABILITY ASSESSMENT AND GHG EMISSIONS FORMS TO BE COMPLETED FOR EACH PROPOSED IRWM GRANT FUNDED PROJECT FOR THIS PURPOSE> Pursuant to Water Code Section 91031 (Proposition 4, 2024), which directs the Department of Water Resources to develop standards and provide technical and financial support for the development of watershed climate risk assessments, the RWMG shall, in coordination with the Workgroups, develop and maintain a Climate Vulnerability Assessment for the UFR Watershed. The Assessment shall, (a) identify watershed-scale climate resilience targets for water supply, water quality, habitat protection and enhancement, and flood protection; (b) incorporate findings from the California Watershed Resilience Assessment (DWR); (c) be updated at minimum every five years, to coincide with California Water Plan update cycles; and (d) service as the analytical foundation for the adaptive management obligations set for in Section 4.03.

Section 4.02. Cross-Sector Integration. The RWMG shall promote coordination across the following sectors in IRWM planning: (a) water supply and groundwater management; (b) flood risk reduction and stormwater management; (c) forest health and wildfire prevention; (d) water quality and ecosystem restoration; (e) land use and habitat management; and (f) safe drinking water access for DACs.

Section 4.03. Adaptive Management. The RWMG shall incorporate adaptive management principles into the UFR IRWM Plan, with performance metrics that track climate resilience outcomes and allow for plan adjustment in response to observed climate changes, updated climate science, and policy updates consistent with the California Water Plan and DWR Watershed Resilience Program guidelines.

Section 4.04. Statewide Significance. The parties recognize the UFR Watershed's role as the primary headwaters of the State Water Project and the source of water supply for approximately 23 million Californians through Lake Oroville. The RWMG shall communicate this statewide significance in grant applications, legislative outreach, and coordination with state agencies, and shall seek investment from the State commensurate with the watershed's contribution to California's water supply reliability, flood management, ecosystem health, and climate resilience.

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: _____

WORKING DRAFT