

# Appendix C: Inyo-Mono Planning/Implementation MOU

## INYO-MONO REGIONAL WATER MANAGEMENT GROUP PLANNING AND IMPLEMENTATION MEMORANDUM OF UNDERSTANDING

Effective November 15, 2010

WHEREAS, on November 21, 2008, a Memorandum of Understanding was entered into for the Pre-Planning Phase of the Inyo-Mono Integrated Regional Water Management Plan; and

WHEREAS, this Memorandum of Understanding reflects the further development of the Plan by establishing the basis for governance and consensus; and

WHEREAS, the parties to this Memorandum of Understanding seek to provide stability and consistency in the planning, management, and coordination of water resources within the watershed of the Inyo-Mono Region pursuant to the Integrated Regional Water Management Planning Act (California Water Code section 10530 et seq.); and

WHEREAS, the parties to this Memorandum of Understanding will identify projects, establish the priority of such projects and seek funding to implement such water-related projects in the Inyo-Mono Region as part of the development of an Inyo-Mono Regional Water Management Plan; and

WHEREAS, the parties to this Memorandum of Understanding are not limited in seeking other funding for water-related projects, nor does this Memorandum of Understanding impose legally binding requirements on the parties;

NOW, THEREFORE, the parties agree as set forth below to work together in the Inyo-Mono Regional Water Management Group for the Inyo-Mono Region to carry out the purposes of this Memorandum of Understanding and develop and advance the Inyo-Mono Regional Water Management Plan.

### ARTICLE I

#### DEFINITIONS

**Section 1.01 Definitions.** Unless the context requires otherwise, the words and terms defined in this Article shall have the meanings specified.

**“IRWM Planning Act” or “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.

**“IRWM Plan” or “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 of the Planning Act.

**“Regional Water Management Group”** has the meaning set forth in California Water Code section 10539, which is a group of 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.

**“Inyo-Mono Region” or “Region”** generally includes Inyo and Mono Counties, northern portions of San Bernardino County and the northeastern portion of Kern County as depicted in the Map attached as Exhibit “A”.

**“Inyo-Mono Regional Water Management Group” or “Group”** means the Regional Water Management Group for the Inyo-Mono Region.

**“Member of the Inyo-Mono Regional Water Management Group” or “Member”** means an entity identified in California Water Code §10541 (g) that is based in the Region, has members or chapters in the Region, or has water management authority in the Region, and is a signatory to this Memorandum of Understanding. Member Representative refers to the person or persons representing the Member at meetings of the Group.

**“Admin Committee”** means the Administrative Working Committee as defined in Section 2.05.

**“Consensus”** means approval of the Member Representatives to move forward with a particular action. “Consensus” does not mean that all Member Representatives support an action, but rather that no Member Representative has voted to oppose an action. A Member Representative may abstain or not vote and that will be considered as no opposition to the action. A Member Representative may verbally note disagreement with an action but still allow consensus without the Member Representative’s support. To vote, a Member Representative must be present in person or by telephone or other electronic device that enables the Member Representative to participate in the discussion. It is understood by the Group that some actions will require a decision by the governing body of one or more Members.

**“Chair and Vice-Chair”** means the Chairperson and Vice-Chairperson of the Administrative Working Committee.

**“Cooperating Entity”** means a business, organization, individual or agency that is not a Member of the Inyo-Mono Regional Water Management Group but is selected to carry out a specific project.

**“Disadvantaged Community” or “DAC”** means any community within the Region qualifying as a Disadvantaged Community under California law using then-current U.S. Census data.

**“Fiscal Year”** means the period from July 1<sup>st</sup> to and including the following June 30<sup>th</sup>.

**“MOU”** means this Memorandum of Understanding, as existing or as subsequently amended.

**“Secretary”** means the Secretary of the Inyo-Mono Regional Water Management Group appointed by the Administrative Working Committee.

## ARTICLE II

### PURPOSE AND ORGANIZATION

**Section 2.01 Purpose.** This MOU is entered into in accordance with the Planning Act for the purpose of forming the Group that will (1) develop, implement and periodically update the Plan, and (2) coordinate planning and actions with connected Regions. The Group shall work to:

- (a) Support regional objectives and the objectives of the California Water Plan.
- (b) Promote communication and cooperation within the Region in support of these objectives.
- (c) Facilitate investment in projects that can minimize costs and maximize regional benefits through cooperation between Members and Cooperating Entities, through economies of scale, through projects with multiple resource benefits, or through DAC projects.
- (d) Endeavor to assure an element of geographic fairness in the ranking of projects.

This MOU does not impose legally binding requirements on its Members and is not an enforceable contract or agreement. It is a statement of principles for how the Group will conduct business.

**Section 2.02 Term of MOU.** This MOU shall replace the MOU dated November 21, 2008. This MOU shall continue in effect until terminated by all then-current Members. Inclusion of additional Members, and/or withdrawal of Members shall not terminate this MOU.

**Section 2.03 Member Representatives.** Each member shall designate a Member Representative to the Group. More than one Member Representative may be appointed, but each Member shall have only one vote. A Member may appoint someone as their Member Representative notwithstanding the fact that such person is also the Member Representative for another Member. In such instances, such person shall have one vote on behalf of each Member represented.

**Section 2.04 Decision Making.** Decision making by the Group is based upon consensus of those Member Representatives present in person, by phone, or electronically. Where action by the governing body of one or more Members whose representative is present is required, or desirable, the matter shall not be considered approved by the Group until a decision by those governing bodies has been obtained. A Member's governing body may, in its discretion, elect to note disagreement with but "not oppose" an action, rather than disapprove it, thereby allowing the action to move forward without its endorsement.

If the Group cannot reach consensus, the matter may be referred to the Admin Committee for further work and consideration. The Group or the Admin Committee may appoint an ad hoc committee for this task. The Admin Committee or the ad hoc committee shall then report back to the Group. If consensus by the Group cannot be reached at this point, the matter is taken off the agenda. At a later point, the matter may be placed on the agenda for further consideration.

**Section 2.05 Administrative Working Committee.** The Admin Committee, along with such staff as the Group may employ, shall be responsible for the on-going administrative work of the Group. The Admin Committee shall consist of six (6) Members who shall serve a term of two years. Three Members of the first Admin Committee shall serve a term of one year, so that

there will be an orderly transition of administrative business. Members of the Admin Committee shall serve on a rotating basis so that every Member has the opportunity to serve, notwithstanding that a Member may decline to serve. Members may serve consecutive terms with approval of the Group.

The Chair or Vice-Chair of the Admin Committee shall act as Chair of the Group meetings.

**Section 2.06 Other Working Committees.** Other working committees shall be appointed by the Group or by the Admin Committee as needed.

**Section 2.07 Quorum.** The presence of fifty percent of the Members of the Group or the working committees shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn a meeting from time to time.

**Section 2.08 Meetings.** Members shall meet at least quarterly in a regularly scheduled meeting. Location of meetings shall rotate throughout the planning region Meetings shall be chaired by the Chair or Vice-Chair of the Admin Committee.

- The Admin Committee shall meet at least monthly at a location of its own choosing.
- Other working committees shall meet as needed at a location of their own choosing and shall select their own chair.
- Attendance at all meetings may be in person or by electronic connection.
- All meetings are open to the public and shall be publicly noticed.

**Section 2.09 Minutes.** The Admin Committee shall appoint a Secretary to be responsible for preparing an agenda, maintaining a record of the activities of the Group and the Admin Committee, and performing such other duties as necessary. The Secretary is responsible for noticing all Group meetings, Admin Committee meetings and working committee meetings. Minutes of all meetings, including those from the Admin Committee meetings, and any special reports or documents, shall be distributed to the Group.

**Section 2.10 Organization, Bylaws and Policies and Procedures.** The Group may incorporate as a nonprofit public benefit corporation. The Group may establish Bylaws and Policies and Procedures as necessary.

**Section 2.11 Fiscal Agent.** The Admin Committee, with approval by the Group, is responsible for establishing a Fiscal Agent with appropriate qualifications to receive, disburse and account for funds related to this MOU. Until such time as this Fiscal Agent is established, California Trout shall remain the Fiscal Agent for the Group. Funding received by the Fiscal Agent to carry out projects shall be disbursed to Members or to Cooperating Entities only after the Fiscal Agent enters a funding agreement with the Member or Cooperating Entity as may be appropriate or required. The Fiscal Agent shall be responsible for any necessary financial reporting, including reports needed to comply with the terms of any grant agreement. The Fiscal Agent shall report annually to the Group and monthly to the Admin Committee. All fiscal reports shall be distributed to the Group.

**Section 2.12 Staff.** The Group may employ professional staff or consultants as needed and within prudent fiscal constraints. The Group may accept staffing funded by members of the Group or others.

**Section 2.13 Annual Budget.** The Admin Committee shall develop an annual budget for each fiscal year for administrative expenses. The budget shall be approved by the Group. The budget shall be based upon funds available or pledged as of May 31<sup>st</sup> of the previous year. The budget may be modified during the fiscal year as necessary with approval by the Group. Each annual budget shall be approved by the group.

**Section 2.14 Annual Operational and Fiscal Report.** The Admin Committee is responsible for preparing an annual operation and fiscal report for presentation to the Group at the end of each fiscal year. The annual report of the Fiscal Agent is part of this report.

### Signature Page

Date: \_\_\_\_\_

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Name and position (print)

\_\_\_\_\_  
Name (signature)

*Primary Representative:*

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

*Alternative Representative:*

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

(This page intentionally left blank)

