

**Memorandum of Understanding (MOU)
regarding coordination among participants in the
South Fork American River Watershed Group**

Recitals

WHEREAS, the South Fork American River (SFAR) Watershed, Hydrologic Unit Code (HUC) #18020129, is located in portions of El Dorado, Amador, and Alpine Counties;

WHEREAS the South Fork American River Watershed Group represents a collaboration of a broad group of local stakeholders, including local, state, and federal agencies; sovereign Tribal nations; non-profit/non-governmental organizations; and private citizens (hereinafter collectively referred to as the “SFARWG”);

WHEREAS there is a desire to coordinate watershed-based planning with other local, regional, and state processes including but not limited to the Cosumnes, American, Bear, and Yuba Rivers (CABY) Integrated Regional Water Management Planning region (IRWMP);

WHEREAS the SFARWG recognizes that there are important and mutual interests and physical relationships within the watershed, and that collectively, our activities will often affect the interests of other stakeholders within the Watershed;

WHEREAS the SFARWG’s goals include the development of a Watershed Plan to identify and address the unique water related objectives in the SFAR Watershed, create greater communication between and synergies within different local, state, and federal agencies; sovereign nations; non-profits/non-governmental organization; and private citizens within the watershed, and with the CABY IRWMP;

WHEREAS the SFARWG recently developed a Watershed Plan, dated February 2009 (SFAR Watershed Plan);

WHEREAS, the SFARWG recognizes that each participant in SFARWG has different and unique issues of concern within the SFAR Watershed and believes that while pursuing those individual issues is necessary for completing business activities and goals, each SFAR WG participant will, in good faith, interact with SFARWG to the extent possible, informing other SFARWG participants of upcoming activities and involving them in project development and implementation when appropriate; and

WHEREAS, SFAR WG believes that communication and coordination of management efforts within the SFAR Watershed will enhance watershed management activities and resource sustainability overall.

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

Principles of Agreement

1. The SFARWG will meet as needed for the purpose of developing, documenting, implementing, and updating planning and implementation project priorities within the SFAR Watershed.
2. Other collaborative local, regional, and state-wide planning processes involving the signatories to this MOU will continue independently; however representatives from each signatory to this MOU will actively participate in the SFARWG implementation process.
3. The SFARWG will work cooperatively with agencies and other stakeholders throughout the watershed to ensure regional planning respects existing rights of individual SFARWG participants, including water rights, planning responsibilities, responsibilities to the public, resource use goals/missions, and responsibilities to out-of-watershed stakeholders, and complements the planning efforts of individual SFARWG participants.
4. The Watershed Coordinators in the Watershed (employed by Georgetown Divide Resource Conservation District and El Dorado Irrigation District) will take primary responsibility for meeting planning, logistics, outcomes, and alerts of grant application and project implementation opportunities, though this responsibility does not preclude other SFARWG participants from contributing to these tasks.
5. The Eldorado National Forest, Georgetown Divide Resource Conservation District, and El Dorado Irrigation District will continue to participate as facilitators/conveners of the SFARWG meetings and other SFARWG efforts, except where another party is explicitly identified by the signatories to this MOU and agrees to that designation.
6. Geographic boundaries of the watershed planning effort will be as shown in the attached map (Attachment 1: Figure 2-1 of the SFAR Watershed Plan).
7. Each SFARWG participant will, to the extent needed, legal, and feasible, share technical information with the SFARWG and/or individual SFARWG participants.
8. SFARWG participants may partner to propose studies, projects, programs, or other actions that benefit the Watershed and/or SFARWG participants.
9. SFARWG participants may identify and collaborate on interests that are functionally-based as opposed to regionally-based. For example, SFARWG participants may collaborate on water conservation projects and programs *as part of the SFAR Watershed Plan*, even outside the SFAR Watershed if beneficial to one or more SFARWG participants. Similarly, a coordinated approach to preservation or restoration of resources (i.e.: meadow restoration) that spans more than the SFAR Watershed may be developed and may be included in the SFAR Watershed Plan.
10. 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 SFARWG participants require the execution of a separate written agreement

authorized by each agency or other entity in accordance with its own legal and procedural requirements.

11. SFARWG participants will strive to identify opportunities for mutually beneficial projects as identified in the SFAR Watershed Plan, and will also identify and resolve potential conflicts where possible.

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 as needed as well as whenever the SFAR Watershed Plan is reviewed and updated (excluding the annual update to the project list).
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 SFAR Watershed 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 SFAR WG activities, any information shared or indicated within general SFAR WG meetings or other meetings including SFAR WG 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 El Dorado Irrigation District headquarters located at 2890 Mosquito Road, Placerville, CA

FINAL DOCUMENT – September 29, 2009

95667 under the custody of Elizabeth Betancourt, South Fork American River Watershed Coordinator (530) 642-4007. Complete copies will be made available upon request.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Page to MOU

IN WITNESS WHEREOF, the undersigned execute this MOU as of the Effective Date.

Each undersigned hereby agrees to be an active participant in the South Fork American River Watershed Group (SFAR WG) and agrees to comply with the terms of this MOU as of the Effective Date (or if not an original signatory to the MOU, the date listed below).

Name of Organization/Agency

signature

date

printed name

title

address

city/state/zip code

phone

Please sign and date this page and return original to:

Elizabeth Betancourt
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

530/642-4007