

BYLAWS

Bylaws and Rules of Order Of the Madera Region Regional Water Management Group (RWMG) Adopted September 10, 2012 Revised February 27, 2023

1. Authority

1.1. Authorization: These bylaws and rules are authorized by majority vote of the Madera Region Regional Water Management Group (RWMG) and shall apply to all meetings and proceedings of the RWMG.

1.2. Water Code Reference: Consistent with Water Code section 10539, a RWMG generally refers to a group of three or more Local Agencies in the Region, at least two of which have statutory authority over water supply or water management, as well as those other entities in the Region that may be necessary for the further development and implementation of the Integrated Regional Water Management Plan (IRWMP). As specifically used in these bylaws, RWMG shall refer to the Parties to the Memorandum of Understanding for Integrated Regional Water Management in the Madera Region (MOU).

2. Membership

2.1. Eligibility: Membership in the RWMG is open to local agencies, non-profit organizations, or other entities in the Region that desire to participate in the adoption, further development, funding, and implementation of the IRWMP. Interested parties may seek to join the RWMG at any time.

2.2. Dues Paying Members:

2.2.1. Adoption Procedure for Dues Paying Members: Each Party of the RWMG must adopt the Madera Region IRWMP prior to executing the MOU. For a Local Agency, adoption of the IRWMP is by formal resolution of the governing body or its equivalent (e.g., by a board of directors or other management entity). For any other entities, adoption by way of acknowledgement of acceptance of the IRWMP by the individual(s) authorized to bind the entity, is required. To join the RWMG, an entity must submit a request to the RWMG and become signatory on the MOU. The RWMG shall determine whether the requesting party is a party qualified under Water Code section 10539 and this MOU to participate as a member of the RWMG. If so, the requesting party may join the RWMG by adopting the IRWMP and executing the MOU.

2.3. Disadvantaged Community (DAC) Group Members:

2.3.1. Adoption Procedure for DAC Group Members: As the RWMG seeks the participation of disadvantaged communities, interested DACs that do not have the ability to contribute substantial financial resources are encouraged to become members of the DAC Group. DAC Group members are not required to contribute monetary dues. DACs desiring to become part of the DAC Group shall submit an application to the RWMG requesting DAC Group member status.

2.3.2. Selection of the voting representative and alternate representative to the RWMG from the DAC Group: The DAC Group is recognized as a single voting entity for the purpose of governance of the RWMG. The DAC Group shall be entitled to one representative and one alternate representative on the RWMG of its own selection (although all DAC Group members are encouraged to attend all meetings). Selection of the DAC Group representative and alternate shall be administered as follows: a letter soliciting nomination of a RWMG candidate to represent the DAC Group will be sent to each DAC within the Madera Region. From the responses received, a list of candidates will be compiled and a ballot distributed to all DACs within the Madera Region; each DAC having one vote in the election. Upon receipt of all ballots within a stated time period, the individual with the most votes shall become the DAC Group representative and the individual with the second most votes shall be the alternate. Said representative and alternate shall serve a two-year term with no limit on the number of terms that an individual can serve.

2.4. Affiliate Members: The RWMG defines affiliate members as agencies or organizations procedurally precluded from contributing monetary dues. Entities that qualify to be Affiliate Members include, but are not limited to, California Department of Fish and Game, California Department of Forestry and Fire Protection, United States Forest Service, State Water Quality Control Board. Entities desiring to become Affiliate Members shall submit an application to the RWMG.

2.5. Active Membership: Each agency/signatory group must have representation at each meeting; if three consecutive meetings are missed, a notice will go to the agency/signatory group in regards to the absence with the option of ending their relationship with the RWMG.

2.6. Withdrawal: A member may withdraw from the RWMG upon 30 days advance notice to the other members. A withdrawing member will remain obligated for its proportionate share of any financial obligation incurred in furtherance of the MOU and/or implementation of the IRWMP prior to the effective date of the withdrawal.

3. Officers, Lead Agency, Fiscal Agent/Sponsor and Staff

3.1. Terms: Each officer will be elected at the first meeting; with one year terms for officers and no term limits. The RWMG shall have the following officers:

3.2. Officers:

3.2.1. Chairperson: The RWMG shall have a chairperson. The chairperson shall be elected by the RWMG in **January** of each year. The person holding the chair position must have participated as a representative for a RWMG member for one year. The chairperson does not have to be a representative of the Lead Agency.

3.2.1.1. Duties: The chairperson is the presiding officer of the RWMG and as such, shall have the following duties:

3.2.1.1.1. In coordination with the RWMG **Coordinator**, set meeting agendas.

3.2.1.1.2. Convene the meeting and call the RWMG to order at the time at which the RWMG is to meet, when a quorum is present, or when there is no prospect of there being a quorum.

- 3.2.1.1.3. Announce the business before the RWMG in the order in which it is to be acted upon.
- 3.2.1.1.4. Conduct public hearings as provided.
- 3.2.1.1.5. State and put to vote all motions which are regularly made, or necessarily arise in the course of the meeting, and announce the result of the vote.
- 3.2.1.1.6. Expedite business in every way compatible with the lawful conducting of business.
- 3.2.1.1.7. Enforce on all occasions the observance of order and decorum among members and the public.
- 3.2.1.1.8. Decide all questions of order and procedure, subject, however, to an appeal to the RWMG as a whole. In the event of an appeal, the decision of the majority of the members present at the meeting shall decide questions of order and procedure.
- 3.2.1.1.9. Gather the information/topics from the group and create the agenda for each meeting.
- 3.2.1.1.10. If the **Group Coordinator** is unable to attend a meeting, the chair will appoint a temporary note taker for that meeting.

3.3. Chair Pro Tem: The RWMG shall have a chair pro tem, who shall be elected in the same manner, at the same time, and for the same term as the chair. The chair pro tem shall have and perform all powers and duties of the chair in the absence of the chair.

3.4. Lead Agency: The RWMG shall mutually agree upon a designated signatory Local Agency to facilitate IRWMP implementation and coordinate RWMG activities in furtherance of the MOU. The Lead Agency will serve at the pleasure of the RWMG. Unless otherwise designated as the Grant Administrator responsible for funding or the Project proponent for an individual Project pursuant to the MOU, the Lead Agency shall not be responsible for any Project, including without limitation completion, funding, or environmental review thereof.

3.5. Staff:

3.5.1. **Group Coordinator**: The RWMG will have a **Coordinator**. The **Group Coordinator** provides notice of all meetings as required by law; prepares, keeps and maintain the files, minutes, findings, resolutions, orders, and all other documents and papers relative to those items of business which are or have been before the RWMG; and attends each meeting and records each item of business. This person may be a designee from one of the MOU signatory entities.

3.6. Fiscal Agent/ Agency Sponsor/Grantee:

3.6.1. The Fiscal Agent/Sponsor will be Project Manager and Grant Administrator for the Planning grant for the Region as well as Grant Administrator for the Implementation Grants that will be ran through the RWMG. They will complete the reporting, invoicing, and contracting with DWR and other funders for the planning stage and contract with consultants or employee to manage the IRWMP Project and provide administrative support or project assistance. They will have legal obligations for grants with DWR and other funders.

4. **Meetings**

Proposed agenda items and any corresponding supporting documents must be submitted to the Chairperson and Group Coordinator a minimum of two weeks prior to the scheduled meeting date. When a vote of the RWMG is needed for an action, the item will be designated as an action item on the agenda.

4.1. Regular Meetings:

4.1.1. Unless otherwise designated in the agenda, all regular meetings of the RWMG shall be held alternately in the following three locations: Madera, Chowchilla, and Oakhurst. Meetings will be held on the fourth Monday of each month at 1:30 pm, with no meeting held in December.

4.2. Special Meetings:

4.2.1. Special meetings of the members shall be held at a time, place and frequency to be specified by a vote of the members. Special meetings shall conform with the noticing and conduct requirements of regular meetings.

4.3. Brown Act:

4.3.1. All regular and special meetings shall conform to the requirements of the Ralph M Brown Act (Government Code section 54950 et seq.) including the preparation and posting of agendas, providing notice, inspection of records, conducting of closed sessions, and the like.

4.4. Participation:

4.4.1. Members agree to work in good faith. Good faith implies an obligation to regularly attend and participate in meetings, to strive to understand all perspectives, to engage in dialogue and deliberation, and to earnestly work with fellow RWMG members.

5. **Meeting Procedure**

5.1. Quorum: A majority of the MOU Signatories (voting members) shall constitute a quorum. Except as may otherwise specifically be required by law or these Bylaws, every act or decision done or made by majority of the members present at a meeting duly held at which a quorum is present shall be regarded as the act and decision of the members.

5.2. Calling Meeting to Order: When a quorum is present or when there is no prospect of there being a quorum, the chair shall convene the meeting and call the RWMG to order.

5.3. In the absence of the Chair and Chair Pro Tem: The Group Coordinator shall convene the meeting and call the RWMG to order, whereupon a temporary chair shall be elected by the members who are present. The temporary chair shall relinquish the chair upon arrival of the chair or chair pro tem and after the conclusion of the item of business then being considered.

5.4. Order of Business:

- 5.4.1. Quorum not Present: If no quorum exists, only the following business may be transacted: taking measures to obtain a quorum, fixing the time to which to adjourn, the action to adjourn, to take a recess or to receive information.
- 5.4.2. When a quorum is present, business shall be conducted in the following order:
 - 5.4.2.1. Reading or waiver of reading, and approval of the minutes of the previous meeting;
 - 5.4.2.2. A period, not to exceed 15 minutes, to allow public comment on matters within the jurisdiction of the members that are not on the current meeting's agenda, with each speaker to give his or her name and address for the record and not to speak in excess of three minutes;
 - 5.4.2.3. Review of agenda items. For agenda items that are informational only the chair will call the item and facilitate discussion as appropriate. For decisional agenda items the chair will call the item and follow the procedure outlined under '6 Decision Making' below.
 - 5.4.2.4. Setting the next meeting date.
 - 5.4.2.5. Adjournment

6. Decision Making

- 6.1. Administrative Decisions: Administrative decisions are about the logistical activities of the RWMG (including but not limited to: meeting dates and times, agenda revisions, and schedules). All administrative decisions will be made on a simple majority vote of all Dues Paying members, the DAC Group, and Affiliate Members present. Upon request of a Dues Paying member a prospective decision shall be treated as a Substantive Decision.
- 6.2. Substantive Decisions: All other decisions (including but not limited to updates to the MOU or By-Laws, IRWM Plan adoption, budget/finances, projects related priorities, expenditures or implementation issues) will be made using the following procedure designed to include and value as wide a range of perspectives as feasible.
 - 6.2.1. Introductory Discussion: The chair will provide an opportunity for discussion of the item by all active group members.
 - 6.2.2. Non-Binding Poll of All Meeting Participants: The RWMG will use polling to assess the degree of preliminary support for an idea before it is submitted as a formal proposal for a vote. The poll results will potentially indicate the need for subsequent work to revise the text of a recommendation and to prepare it for a vote. The RWMG will use the following three levels to indicate a degree of approval & support for a proposal or being considered.
 - 6.2.2.1. Thumbs Down / I do not agree with the proposal. I feel the need to block its adaptation and propose an alternative.
 - 6.2.2.2. Thumbs Sideways / I can accept the proposal although I do not necessarily support it.
 - 6.2.2.3. Thumbs Up / I think this proposal is the best choice of the options available to us.
 - 6.2.2.3.1. The RWMG will strive to have participants in the 'Thumbs Up' or 'Thumbs Sideways' indicators of support on a given proposal. If a participant is at a 'Thumbs Down' level, that person should provide a counter proposal that legitimately attempts to achieve his/her interests and the interests of all the RWMG members. The RWMG will evaluate how best to proceed when a counterproposal is presented.
 - 6.2.2.3.2. 'Thumbs Down' viewpoints will be documented in the meeting minutes. If a participant would also like to document their alternate view, the said participant may submit a write up to the RWMG **Coordinator** within one week of the meeting in which the discussion took place. The write up will be attached to the meeting minutes. The write

up should be expressed in the following manner: a) Outlines the key concern from an organizational or interest-based stance. b) Provides a recommendation for improving the decision/product in question.

6.3. Formal Voting

- 6.3.1. Dues Paying Member and DAC Group Voting: The Dues Paying members and the DAC Group representative will be referred to as the “RWMG Voting Members.” Each Dues Paying Member can have as many representatives attend as they wish, but at the time of a vote only one person will be allowed to vote per Dues Paying Member entity. As specified in Section 2.3.2. of these by-laws, the DAC Group Representative will vote on behalf of the DAC Group. As with Dues Paying Members, the DAC Group can have as many representatives attend as they wish, but at the time of vote only the designated representative will be allowed to vote.
- 6.3.2. Designated Voting Representative: Each Dues Paying Member entity will designate who the voting party will be to represent their entity. As outlined in Section 2.3.2 of these by-laws, the DAC Group representative will be chosen as specified.
- 6.3.3. Designated Voting Alternate: Each Dues Paying Member will designate an alternate. As specified in Section 2.3.2. of these by-laws, the DAC Group alternate will be chosen as specified.
- 6.3.4. Calling for Motion: Upon the conclusion of the discussion among the RWMG Voting Members on an item of business requiring a vote, the chair shall call for a motion. A motion must be seconded before the chair may put it to a vote of the RWMG Voting Members. If, after a reasonable time, a motion is not seconded, the motion shall die for lack of a second and the chair shall call for a new motion.
- 6.3.5. Putting Motion to a Vote: When a motion has been made and seconded, the chair shall then state the motion and call for a vote. The chair shall first ask for all RWMG Voting Members voting in favor of the motion to give their vote orally, and shall then ask those Voting Members opposed to the motion to give their vote orally. Upon request of any Voting Member, the chair shall call for a roll-call vote, with the chair to vote last.
- 6.3.6. Minimum Votes Needed to Pass Motion: The RWMG shall not approve any item of business except upon the majority vote of those casting a vote.
- 6.3.7. Abstention: Abstaining votes are not counted.
- 6.3.8. Announcement of Vote: When all voting is complete, the chair shall announce whether the motion is approved or denied, or whether a new motion is needed.
- 6.3.9. Change of Vote: A member can change his or her vote up to the time the chair announces the result of the vote. After the chair announces the vote, no changes shall be allowed.

7. Dues

- 7.1. Justification: Baseline administration of the RWMG requires financial support from participating members.
- 7.2. Procedure: In October of each calendar year the Chair/Vice-Chair will propose an administrative operating budget for the coming calendar year running from January 1 – December 31. The RWMG will seek to formally adopt the budget proposed at the October meeting at the subsequent November meeting.
- 7.3. Dues Paying Members: MOU signatories, including water agencies, irrigation districts, local government, and other entities will pay an equal dues amount.

7.4. DAC Group Members: The RWMG will not require monetary financial support from the DAC Group members through dues. But the DACs will be expected to provide support for sponsored implementation projects (which could be supplied through in-kind support).

7.5. In-Kind Administrative Services: In the case that a RWMG member organization provides administrative support (i.e., sending invoices, receiving dues payments, creating expenditure/receivable reports) that entity may subtract from their dues the cost of providing those services. The amount of credit for In-Kind Administrative Services shall be approved by a majority vote of the Regular Members of the RWMG.

7.6. Special Projects: A "Special Project" is an activity undertaken by fewer than all the Parties in the RWMG. The activity must be consistent with the scope of the RWMG's efforts. Prior to undertaking a Special Project, the Parties electing to participate in the Special Project shall enter into a 'Special Project' agreement. Such activity agreement shall provide that (i) no Special Project undertaken pursuant to such agreement shall conflict with the terms of the RWMG MOU and (ii) the Parties to the activity agreement shall indemnify, defend and hold the other Parties harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Project described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Project shall be assets, rights, benefits debts, liabilities and obligations solely of those parties that have entered into the activity agreement for that Special Project, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those parties that have not executed the activity agreement.

7.7. Unforeseen Circumstances: Due to the uncertainty of the grant funding process and other factors outside the control of the RWMG, circumstances could arise wherein members would need to decide whether an additional financial contribution is necessary. This decision would take place through the RWMG's voting procedures.

7.8. Donations: Donations by participating members are welcomed and will be accepted.

7.9. Conflicts of Interest: Should any member have a financial interest, as defined by Government Code section 87103 and its regulations, in the outcome of any item being considered by the RWMG, that a member shall declare his or her interest and refrain from participation as a member in any debate or discussion and any vote on the item. The recused member shall not be counted toward the existence of a quorum.

8. Miscellaneous

8.1. Public Records: The Lead Agency shall be the repository for all records of the RWMG, for purposes of responding to requests for inspection and copying of public records.

8.2. Subcommittees: The RWMG may for subcommittees for the purposes of carrying out its duties, or for addressing issues affecting particular areas of the Madera Region or for certain issues within the general jurisdiction of the RWMG.

8.3. Amendments: These rules and procedures may be amended as needed, in a manner provided by law.

8.4. Roberts Rules of Order: Where these bylaws do not cover an issue; Roberts Rules of Order shall apply.