



# **Tuolumne Stanislaus Integrated Regional Water Management Plan**

## **Communications Plan**

### **I. Preface**

The Tuolumne and Stanislaus watersheds traversing eastern Stanislaus County into Tuolumne County contain an extraordinary regional geographic diversity. Water has been, and continues to be, an undeniable force that shapes the economic, ecological and cultural face of the area. Growing demand and changing conditions require the region to aggressively plan for its water future. This has led a host of stakeholders to come together to initiate the Tuolumne-Stanislaus Integrated Regional Water Management (TS-IRWM) process and complete an IRWM Plan (TS-IRWMP).

The goal of the completed IRWM Plan is to promote and practice integrated regional water management to ensure sustainable water uses, reliable water supplies, better water quality, environmental stewardship, efficient urban development, protection of agriculture, and a sustainable economy. Implementation of the IRWM Plan will promote collaboration throughout project implementation such that quantifiable ecosystem restoration and improved water supply and water quality benefits will occur in an integrated and cost and time-efficient manner. The Plan will integrate activities, which will increase environmental education and stewardship, reduce conflicts and litigation potential, and through interregional cooperation, increase understanding and participation in export water proposals as they relate to beneficial uses in the area of origin.

The approximately 2,700 square miles of the TS Region span the entire western slope of the Sierra Nevada, encompassing the Upper Tuolumne River, Upper Stanislaus River, and Upper Rock Creek-French Camp Slough watersheds. The Region includes all of Tuolumne County, the southern portion of Calaveras County, and southwestern Alpine County.

### **II. Purpose**

The purpose of this Communications and Outreach Plan is to establish how communication will flow and be managed throughout the life of the TS- IRWMP. The purpose of the Plan is to build a solid, inclusive and representative agency, stakeholder and Disadvantaged Communities (DAC) base that is supportive of the aims of the IRWMP. The Plan builds upon the TS-IRWM process and characterizes what types of communication will be used and how communication will proceed to facilitate the overall goals.

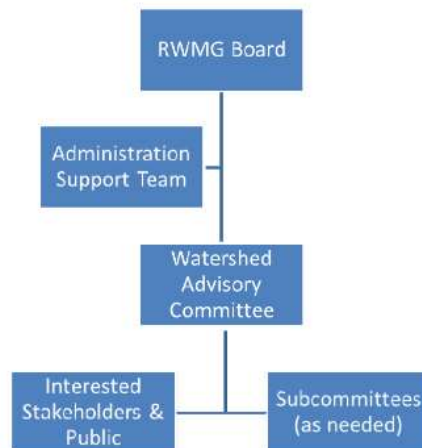
### **III. Participants**

This section describes the roles and responsibilities of the entities involved in the TS-IRWMP:

1. Regional Water Management Group (RWMG) is the Tuolumne-Stanislaus Integrated Regional Water Management Authority and is responsible for coordinating the

implementation and funding of the TS-IRWMP. It is a Joint Powers Authority (JPA) and is governed by the JPA Board of Directors.

2. The Tuolumne-Stanislaus Watershed Advisory Committee (WAC) has been established by the RWMG to advise on all facets of the implementation of the TS-IRWMP. The WAC will strive to include representatives of groups with a range of interests who are engaged in water-related issues within the TS-IRWMP Region.
3. Associate Members are interested parties who are not officially designated by an organization and have an ongoing commitment to the purpose and work of the WAC.
4. An External Liaison is an individual who represents a governmental agency that does not have formal membership in the WAC, but serves in an advisory capacity.



#### **IV. Decision Making**

The RWMG uses a method of minor and major decisions for its voting structure which is detailed in the Joint Powers Agreement for the Tuolumne-Stanislaus Integrated Regional Water Management Authority. (See Exhibit A)

The WAC will use a consensus-seeking approach and work diligently to find common ground on issues. If no consensus is reached the WAC will follow the voting structure that is detailed in the Watershed Advisory Committee Charter. (See Exhibit B)

#### **V. Communication Process**

- a. Informal:
  - Informal communications consist of e-mail, conversations or phone calls. Restrictions to this type of communication between members are discussed in d) Ralph M. Brown Act Protocol.
- b. Formal:
  - Notice of Intent– A formal “Notice of Intent” (NOI) to update the TS-IRWMP will be prepared and will be distributed to all entities. The NOI will also be publically noticed in media publications in the Region. The NOI will be posted on the IRWM page of the Tuolumne County Resource Conservation Districts website ([www.tcrccd.org](http://www.tcrccd.org)) for public access.

- Meeting Notices – Will be generated and sent out by email to the respective TS-IRWM RWMG, WAC, and any standing committees at least 72 hours in advance of actual meetings. The WAC will be copied on RWMG meeting notices to ensure WAC members are kept informed. Meeting notices, agendas and accepted meeting summaries will be posted on the IRWM page of the Tuolumne County Resource Conservation Districts website ([www.tcrd.org](http://www.tcrd.org)) for public access.
  - WAC meeting notices have been generated and will continue to be generated and sent via email to all entities and individuals that request to be added to the email distribution list. Meeting notices, agendas and accepted meeting summaries will be posted on the IRWM page of the Tuolumne County Resource Conservation Districts website ([www.tcrd.org](http://www.tcrd.org)) for public access.
- c. Meeting Protocol:
- Meeting agendas will be prepared and distributed at least 72 hours prior to meetings. Agendas will contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. Agendas will contain enough information to enable members of the general public to determine the general nature of subject matter of each agenda item to be discussed.
  - An annual schedule of meetings for the RWMG and WAC will be posted at the beginning of each fiscal year on the TS-IRWM webpage.
  - Meetings will be coordinated by TS-IRWM administrator and facilitator.
  - Progress toward completing workplan tasks will be assured by adherence to time frames identified on meeting agendas.
  - Meeting materials will be coordinated and distributed ahead of meeting.
  - The RWMG and WAC will not discuss or take action on any item that is not on meeting agendas. Members can however, respond to comments from the public.
  - Public comments on any item not on the meeting agenda will be scheduled at the end of meetings and may be limited to 3 minutes per speaker.
  - Teleconferences can be used by both the RWMG and WAC, but must comply with Ralph M. Brown Act restrictions. Meeting agendas must be posted at all teleconference locations and must provide for public comment at each teleconference location. Each teleconference location must be identified in the agenda. Each teleconference location must be accessible to the public. All votes taken during a teleconference must be taken by roll call. At least a quorum of the RWMG, WAC or standing committee must participate from locations within the district boundaries.
- d. Ralph M. Brown Act Protocol:
- Collective briefings among WAC or RWMG members are not permitted.
  - Members must avoid discussing TS-IRWM business with each other outside of scheduled meetings.
  - Members cannot directly or indirectly hear about the opinions of other members.
  - Members may not email or call each other to develop a collective concurrence as to action to be taken by the WAC and/or RWMG.
  - Meeting protocols for the Ralph M. Brown Act have been incorporated into c) Meeting Protocols and apply to RWMG, WAC and standing committee meetings.

## **VI. Status Reports**

Status reports will be produced on regular intervals by all entities working on projects listed in the TS-IRWMP. At a minimum, these reports will contain:

- Project Status on Major Activities;
- Project Schedule;
- Status of Action Items, if applicable; and
- Future or Planned Activities.
- Funding Opportunity Reports

## **VII. External Communication: Public Inquiries**

The public is encouraged to attend TS-IRWM RWMG and WAC meetings. As described above, meetings will be publically noticed and materials distributed. In between, all meeting information will be posted on the TS-IRWM webpage and available for public viewing and comments. Public comments will be received via the dedicated email [tsirwm@gmail.com](mailto:tsirwm@gmail.com) posted on the webpage and will be answered by TS-IRWM staff.

## **VIII. External Communication: Media**

All inquiries from media outlets will be directed to the TS-IRWM Administrator who is the designated spokesperson for the authority. It will be up to the administrator to provide additional contacts for comment. Individual members are encouraged to share the benefits of the process with the media, but may not comment on behalf of the TS-IRWM membership without discussing comment content with the administrator.

If a press release is determined to be an appropriate means to communicate TS-IRWM information, the administrator will share content with the RWMG and WAC if the release is not time-sensitive. In the event timing of the release does not allow for agendizing the content, the administrator will consult with the RWMG officers on the content, if available.

## **IX. Communication Protocols**

- a. Email: Electronic mail (email) will be used as formal communication and will be limited to meeting announcements and major plans or project milestones. Appropriate uses of email include alerting entities to meetings, meeting changes, and alerting entities to key documents that have been posted on the TS-IRWM webpage. General questions and answers from the public should be directed to the dedicated email [tsirwm@gmail.com](mailto:tsirwm@gmail.com).
- b. Tracking & Storage: Written communications received or generated will be stored in the TS-IRWM document management account, emails that document decisions or have pertinent value to will be stored in the account and retained for historical purposes. Documents that are distributed via email for meetings and/or posted on the website will be made available as pdfs for version security. TS-IRWM staff will eliminate outdated drafts of documents saved in the document management account. Final versions of documents will be saved in a separate storage area within

the document management account and up to date drafts of all documents will be available to the public upon request.

- c. **Communication Changes:** Changes to the communication process may be proposed by any IRWM participants for consideration and a decision will be made by the RWMG.
- d. **Membership and Stakeholder Lists:** TS-IRWM staff will maintain email lists for the RWMG, WAC, additional subcommittees, and Interested Parties. Requests to be added to the lists can be made through the dedicated email.
- e. **Use of the Member and Stakeholder Lists:** Members should not be overloaded with information nor should the IRWMA lists be used to send items not focused on IRWMA matters. Accordingly, the lists will be maintained by IRWMA staff to be used for the purpose of communicating IRWMA-focused information to members and interested parties. If a member wants to send something out through the IRWMA lists, the member should send the information to staff for review and staff will distribute, if appropriate.

#### **X. Representation of T-S IRWM Membership: External Groups**

If there is a request/opportunity for the T-S IRWM membership to hold a position within an external group, and the position is specific to IRWM representation, interested parties must receive authorization from the T-S IRWM RWMG to accept the position. No member has the authority to formally represent the T-S IRWM membership without obtaining said authorization. Similarly, no member has the authority to provide a presentation representing the T-S IRWM process to an external group without the permission of the T-S IRWM Administrator. Content of the presentation must be reviewed by the administrator and/or facilitator prior to presentation.

Representatives to the following efforts can be appointed by the board:

- Sierra Water Workgroup
- IRWM Roundtable of Regions
- Mountain Counties
- ACWA IRWM Subcommittee

#### **XI. Interim Inter-regional Communication**

It is the intent of the TS IRWM membership to establish ongoing communications with neighboring IRWM regions and with regions who acknowledge that the TS-IRWM region is a watershed that contributes to their water and/or power supply. It is the desire of the membership that communication will contribute to an exchange of regional information and ultimately highlight opportunities for inter-regional cooperation.

The TS-IRWM membership intends to develop a comprehensive inter-regional communication plan in the future. As an interim measure, staff will send email notices of meetings, copies of agenda materials, and meeting summaries to the lead representatives of the below-mentioned agencies. The staff will also send this information to any other stakeholders of other regions who request such information.

Staff will contact each of the neighboring IRWM regions and request a phone and/or in-person meeting, at least once per fiscal year, to discuss issues of mutual interest.

Agencies:

Yosemite-Mariposa Regional Water Management Group  
Mokelumne-Amador-Calaveras Integrated Regional Water Management Group  
Inyo-Mono Integrated Regional Water Management Group  
East Stanislaus Integrated Regional Water Management Group  
Turlock Irrigation District  
Modesto Irrigation District  
San Joaquin County Groundwater Banking Authority

In addition, staff will participate in the Roundtable of Regions, Sierra Water Workgroup and the Mountain Counties Association, as appropriate, and report back on relevant communications.

**XII. Outreach**

- a. Disadvantaged Communities
- b. Tribal

\*This section to be included in next fiscal year's workplan.

## **Exhibit A**

### **Tuolumne Stanislaus Integrated Regional Water Management Authority Joint Powers Agreement**

THIS AGREEMENT is made and effective as of April 16, 2014 pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.*) by and between the public agencies listed on the attached Exhibit A in order to form the Tuolumne- Stanislaus Integrated Regional Water Management Authority. This Agreement is made with reference to the following facts.

Each of the parties to this Agreement share a common interest in maximizing the beneficial use of water within the Tuolumne-Stanislaus Region and find that it would be to their mutual advantage and the public's benefit to coordinate the implementation and funding of the Tuolumne-Stanislaus Integrated Regional Water Management Plan, T-S IRWMP.

The parties wish to facilitate the implementation of the T-S IRWMP by forming a joint powers authority to pursue appropriate water resource planning opportunities in accordance with the applicable provisions of California law.

THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the parties to this Agreement do hereby jointly exercise their powers to establish the Tuolumne-Stanislaus Integrated Regional Water Management Joint Powers Authority and agree as follows:

#### **Section 1. Definitions**

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

- a) "Authority" shall mean the Tuolumne-Stanislaus Integrated Regional Water Management Authority, being the separate entity created by this Agreement.
- b) "Act" shall mean the Integrated Regional Water Management Planning Act of 2002, codified in Part 2.2 (commencing with Section 10530) of Division 6 of the California Water Code, as it may be amended, revised or superseded.
- c) "Board of Directors" or "Board" shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

- d) "Fiscal Year" shall mean that period of twelve months established as the Fiscal Year of the Authority pursuant to subsection "Fiscal Year" of this Agreement.
- e) "Interested Party" shall be a party designated by the Board to represent an organization within the Tuolumne-Stanislaus Region after receiving a written request from that organization to be an Interested Party.
- f) "IRWMP" shall mean the Integrated Regional Water Management Plan for the Tuolumne-Stanislaus Region adopted pursuant to the Act, as it may be modified or amended.
- g) A "Major Decision" shall mean only those decisions that are defined as such in this Agreement. A Major Decision shall require the affirmative vote of two-thirds of the members of the Board of Directors present and voting at a meeting at which a quorum is present.
- h) "Minor Decision" shall mean any decision by the Board of Directors that is not a Major Decision. A Minor Decision shall require the affirmative vote of a majority of the members of the Board of Directors present and voting at a meeting at which a quorum is present.
- i) "Members" shall mean those the parties identified on the attached Exhibit A, and any parties that shall hereafter become Members in accordance with the terms and provisions of this Agreement.
- j) "Member of the Public" shall be any member of the public, or public or private entity, that has expressed interest in the Authority's activities, but is not a member of the Authority or the Watershed Advisory Committee.
- k) "Participation Percentage" shall mean the percentages described in subsection "Participation Percentages" and modifications to said subsection.
- l) "Special Activities" shall mean activities that are consistent with the purpose of this Agreement, but which are undertaken by fewer than all the parties in the name of the Authority pursuant to subsection "Special Activities".
- m) "Tuolumne-Stanislaus Region" shall mean the area depicted on the attached Exhibit \_\_\_\_.
- n) "Watershed Advisory Committee" or "WAC" shall mean the advisory body of the Authority created by Section 3.02 of this Agreement, consisting of representatives from the Members and the Interested Parties.

## **Section 2. Creation of Authority**

### **2.1 Creation**

The parties, pursuant to their joint exercise of powers, hereby create a public entity to be known as the "Tuolumne-Stanislaus Integrated Regional Water Management Authority."

### **2.2 Term**

This Agreement shall remain in effect until terminated by mutual agreement of all the parties hereto. Notwithstanding any other provision herein, this Agreement shall remain in effect and be binding upon the parties hereto and upon all subsequent parties joined herein for such a period as the Authority desires to engage in any activities under this Agreement. The foregoing provision shall not apply, however, to any party that withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

### **2.3 Purpose**



The purpose of this Agreement is to provide for the joint exercise, through the Authority, of powers common to each of the parties in order to:

- I. engage in integrated regional water management planning and related activities under the Act in the Tuolumne-Stanislaus Region,
- II. coordinate, manage, maintain, modify, amend and implement the IRWMP under the Act, including without limitation assisting the Members in the development of water management projects and/or grant applications for projects included in or consistent with the IRWMP,
- III. participate through the Authority in water management projects included in or consistent with the IRWMP, and
- IV. engage in such other activities related thereto as are incidental, necessary and convenient to the mutual benefit and interest of the Members. Activities unrelated to integrated regional water management planning under the Act in the Tuolumne Stanislaus Region and/or the IRWMP shall not be undertaken by the Authority unless the Agreement is amended to accommodate additional specified activities.

#### **2.4 Powers**

The Authority shall have the power to take any action to carry out the purposes of this Agreement. Subject to the applicable voting requirements described in this Agreement, the Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers, including, but not limited to, any and all of the following:

- to coordinate all activities necessary to maintain, modify, amend and implement the IRWMP in accordance with the Act;
- to screen and select projects for grant applications;
- to prepare and submit grant applications on behalf of the Members;
- to assist Members in the development of water management projects;
- to participate in water management projects;
- to acquire, allocate, and manage grant funding pursuant to grantor's requirements;
- to create and appoint committees and sub-committees;
- to undertake, on behalf of the Members, all actions required by the California Department of Water Resources and the State Water Resources Control Board related to the IRWMP;
- to make and enter into contracts and agreements;
- to sue and be sued in its own name;
- to engage or employ agents, attorneys, consultants and employees;
- to acquire, hold, or dispose of any property by gift, grant, exchange, devise, or purchase;
- to incur debts, liabilities and obligations as approved by the Board of Directors in accordance with this Agreement;
- to receive contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and other governmental entities;
- exercise all powers necessary and proper to carry out the purposes, terms and provisions of this Agreement or otherwise authorized by law;
- to adopt rules and regulations, or bylaws, governing the internal process and procedures of the Authority;
- to fix and collect charges for any service furnished by the Authority.

Members of the Authority shall at all times retain control and authority, independent of the Authority, over their own internal matters, including water supplies, facilities, and water supply projects.

### **2.5 Adoption of IRWMP**

The Members agree that the IRWMP shall be coordinated and managed by the Authority, and that all modifications or amendments of the IRWMP shall be adopted only by the Authority's Board of Directors and in accordance with this Agreement. Modifications and amendments of the IRWMP shall be a Major Decision.

## **Section 3. Internal Organization**

### **3.1 Governing Body**

The Authority shall be governed by a Board of Directors which is hereby established and which shall be composed of one representative of each of the Members, and who shall be selected and designated in writing by the governing body of the respective party from among the elected members of that party's governing body, where applicable. Each party, in addition to appointing its member to the Board, shall appoint at least one alternate to the Board who shall be a director, officer or employee of that party, but need not be an elected member of that party's respective governing body. The role of each alternate Director shall be to assume the duties of the Director appointed by his/her member entity in case of the absence or unavailability of such Director. The Directors and alternates shall continue to serve until their respective successors are appointed.

### **3.2 Advisory Committee and Other Committees**

The Board of Directors shall establish an advisory body known as the "Watershed Advisory Committee" ("WAC") that shall consist of representatives of the Members and representatives of the Interested Parties. Each Member and each Interested Party may appoint one member to the WAC. In addition to appointing a member to the WAC, each Member and each Interested Party may appoint at least one alternate to the WAC. Members and alternates shall be designated in writing by the respective governing body of each appointing entity. The WAC shall provide recommendations to the Board, but shall have no authority to take action that binds the Authority in any way. WAC members and alternates need not be elected representatives of their respective appointing entities. The WAC shall meet monthly or as determined by the WAC. Each member of the WAC shall be entitled to one vote. All questions and matters of any nature whatsoever coming before the WAC shall be determined, provided a quorum is present, through consensus, when possible. If consensus cannot be reached, passage will require an affirmative vote of seventy percent of the committee members present and voting at a meeting at which a quorum is present. (More detailed information regarding WAC is captured in charter and will be attached to Agreement as appendix.)

The Board of Directors may establish other committees as it determines necessary and shall establish membership, quorum, and voting requirements for all whenever the committees are established.

### **3.3 Participation Percentages**

The Participation Percentages of the Members shall be equal, and shall be automatically adjusted without further action of the parties or the Board of Directors upon the admission, withdrawal or

termination of a Member. By way of example, "equal" participation percentages shall mean that if there are five members, the participation percentage of each member shall be 20%. The Participation Percentages may be otherwise changed only upon a vote of the Board of Directors. Any such change in the Participation Percentages shall be a Major Decision and shall not be deemed an amendment to this Agreement.

### **3.4 Seal; Bylaws**

The Board may (but need not) adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended by the Board of Directors as it may deem necessary. Amendment of the Bylaws shall be a Major Decision.

### **3.5 Quorum**

A majority in number of the members of the Board of Directors or members of an advisory committee shall constitute a quorum for the transaction of Members' or the advisory committees' business, respectively. Each member of the Board of Directors shall be entitled to one vote. Any member of the Board of Directors abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting.

### **3.6 Meetings**

Meetings of the Board of Directors and Advisory Committee shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*

The Board shall establish a regular meeting time and location, which shall be within Tuolumne or Calaveras County, California. The Board may change either the meeting time or location.

### **3.7 Special Activities**

With the prior approval of the Board of Directors, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into a Special Activity Agreement with each other and the Authority. Such Activity Agreements shall provide that (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (ii) the Members to the Special Activity Agreement shall indemnify, defend and hold the other parties to this Agreement and the Authority harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the Special Activity Agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits, debts, liabilities and obligations solely of the Members that have entered into the Special Activity Agreement for that Special Activity, in accordance with the terms of the Special Activity Agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the Special Activity Agreement or the Authority. This subsection shall survive the termination or expiration of this Agreement.

Special Activities shall include, but are not limited to, applying for grants on behalf of select members of the Authority and implementation, management, and/or monitoring of projects on behalf of select members of the Authority. The specifics of such activities will be spelled out in detail in the Special Activity Agreement to include the roles and responsibilities of Member agencies and the distribution of costs among the participating Member agencies.

### **3.8 Officers**

The officers of the Authority shall include a Chairperson, a Vice-Chairperson who shall serve in the absence of the Chairperson, a Secretary-Treasurer, and such other officers as the Board of Directors may appoint. Each officer shall serve at the pleasure of the Board of Directors, or for such terms as the Board of Directors may establish, and shall have those powers set forth in this Agreement or delegated to them by the Board of Directors.

## **Section 4. Financial Provisions**

### **4.1 Fiscal Year**

The Fiscal Year of the Authority shall be from July 1<sup>st</sup> through June 30<sup>th</sup> of each year.

### **4.2 Funds; Accounts**

Subject to subsection "Fiscal Agent" of this Agreement, the Secretary-Treasurer shall be responsible for all money of the Authority from whatever source and for maintaining compliance with Section 6505.5 of the California Government Code. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members and to the extent provided by resolution or indenture. The Secretary-Treasurer shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code.

### **4.4 Budget/Workplan**

By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt an annual budget and workplan for the Authority for the ensuing Fiscal Year. Adoption of the annual budget and workplan, or any amendment thereof, shall be a Major Decision.

### **4.5 Payments to the Authority**

All fees, costs and expenses incurred by the Authority for Member actions and activities shall be allocated to and paid by the Members in accordance with the Participation Percentages as defined in subsection "Participation Percentages" on a schedule set by the Board of Directors; provided, that no Member shall be obligated to make any such payment unless and until such Member's governing body has approved and appropriated the funds necessary to make such payment. In the event a payment by a Member is otherwise required but is not made because such Member's governing body has not approved such payment or appropriated the funds necessary to make such payment, such Member shall be subject to termination as a Member pursuant to subsection "Admission, Withdrawal and Termination of Members" but upon any such termination shall not be liable for the amount of such payment.

### **4.6 Property; Bonds**

The Secretary-Treasurer, in addition to any other officers designated by the Authority, shall have charge of, handle, and have access to any property of the Authority. The Secretary-Treasurer, in addition to any other officers having charge of any property of the Authority, shall acquire such fidelity bonds or

comparable insurance covering such officers and persons in amounts designated by the Board of Directors. Such designation shall be subject to ratification by the Members in compliance with California Government Code Section 6505.1.

## **Section 5. Contract Management; Fiscal Agent**

### **5.1 Management**

In addition to, or in lieu of, hiring employees, the Authority may engage one or more third parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. A third party so engaged may, but need not, be a Member. The Authority shall not hire, for compensation, any Member. Any third party so engaged shall have such responsibilities as are set forth in the contract for such third party's services.

### **5.2 Fiscal Agent**

Without limiting the breadth of subsection "Management", the Board of Directors may select a Member or a third party to act as the fiscal agent for the Authority pursuant to an agreement with the fiscal agent approved by the Board of Directors.

## **Section 6. Relationship of Authority and its Members**

### **6.1 Separate Entity; Property**

In accordance with California Government Code Section 6507, the Authority shall be a public entity separate from the parties to this Agreement. To the greatest extent permitted by law, otherwise agreed herein the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement. The Board of Directors shall first offer any properties, works, rights and interests of the Authority for sale to the highest bidder of the member entities. If no such sale to the highest bidder is consummated, then the Board of Directors shall offer the properties, works, rights and interests of the Authority for sale to any governmental agency, private entity or persons for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their Participation Percentages. If no such sale is consummated, then all of the properties, works, rights and interests of the Authority shall be allocated to the then Members in the same manner as the allocation of the net proceeds from the sale.

### **6.2 Admission, Withdrawal and Termination of Members**

Additional qualified parties may join in this Agreement and become Members upon the approval of the Board of Directors. Prior to being admitted as a new Member, a party shall

- I. execute an agreement to be bound by the terms of this Agreement as if such party had been an original signatory hereto and
- II. pay an amount set by the Board of Directors to make the contributions to Authority activities by all Members (including the new Member) equitable.

The admission of a new Member and determination of such amount shall be a Major Decision.

Any Member may withdraw from this Agreement by giving 90 days written notice of its election to do so, which notice shall be written, from the withdrawing Member's governing body, and given to the

Board of Directors and to each of the other parties; provided, that such withdrawal does not in any way impair any contracts, resolutions, indentures or other obligations of the Authority then in effect. In the event of a disagreement between the Authority and the withdrawing party as to whether such withdrawal shall cause the impairment of any contracts, resolutions, indentures or other obligations of the Authority, such determination shall be a Major Decision requiring a two thirds vote of the directors representing the non-withdrawing Members present and voting. Subject to the foregoing, a Member's withdrawal will be effective 90 days from the date the notice of withdrawal is provided.

A withdrawing Member shall in all events remain liable for its proportionate share of

- I. any call for funds or assessment levied by the Authority prior to the date it provides its notice of withdrawal,
- II. any contribution required by subsection "Agreed Upon Share of Liability or Judgment for Damages" to reflect the Participation Percentages in existence at the time the subject act or omission occurred, and
- III. the amount of any annual budget approved not more than 60 days prior to the date it provides its notice of withdrawal; provided, that a Member not concurring in an amendment of this Agreement that withdraws within the 90-day period described in subsection "Amendment" shall not be liable for any such amounts except to the extent they are delinquent on the date of withdrawal.

Any Member may be terminated, by a vote of the Board of Directors and upon termination shall no longer be a member of the Authority. The sole grounds for termination of any Member shall be any substantial or ongoing breach of: any obligation or duty required by this Agreement, as it may be amended from time to time; any rules, regulations, or bylaws the Board may adopt; or any future agreement made in furtherance of the goals of this Agreement. Termination of a Member shall be a Major Decision. A Member so terminated shall not be liable for the amounts described in clauses (i), (ii) and (iii) of the immediately preceding paragraph except to the extent they are delinquent on the date of termination.

In the event a Member withdraws from the Authority or is terminated in accordance with the terms and conditions hereof, such Member shall not receive a refund of any amounts advanced to the Authority by such Member prior to the date of its withdrawal or termination.

### **6.3 Disposition of Property upon Termination or Determination by Board of Surplus**

Upon termination of this Agreement or upon determination by the Board of Directors that any surplus money is on hand, such surplus money shall be returned to the then member entities of the Authority which contributed such monies in proportion to their Participation Percentages.

### **6.4 Liability of Board, Officers, Committee Members and Advisors**

The members of the Board, as well as Officers, committee members and the advisors to the Board or committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake in judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agency, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds.

No member of the Board, Officer, committee member, or advisor to any Board of committee shall be responsible for any action taken or omitted to be taken by any other Director, Officer, committee member, or advisor to any committee. No member of the Board, Officer, committee member or advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of the Authority shall be used to defend the Authority, and defend, indemnify, and hold harmless any member of the Board, Officer, committee member or advisor to any committee for their action taken within the scope of the authority of the Authority.

Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage.

### **6.5 Insurance**

The Board of Directors shall, at least annually, review the general liability, automobile, directors and officers, and other insurance coverage maintained by the Authority for adequacy and determine the nature, extent and limits of insurance to be maintained by the Authority. The Authority shall purchase and maintain such insurance as the Board determines to be appropriate after such review.

## **Section 7. Miscellaneous Provisions**

### **7.1 Amendment**

Amendments to this Agreement are considered a Major Decision. To provide non-concurring parties an opportunity to withdraw from the Authority as provided herein, an amendment shall be binding on all parties hereto 60 days after the required concurrence has been obtained.

### **7.2 Severability and Validity of Agreement**

Should the participation of any party to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the same terms as provided herein if that party had not been a participant in this Agreement.

### **7.3 Assignment**

Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the approval of the Board of Directors, which approval shall be a Major Decision. Any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

**7.4 Execution in Parts or Counterparts**

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile signatures shall be binding.

**7.5 Notices**

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties beneath their signatures on this Agreement, or to such other changed addresses communicated to the Authority and the member entities in writing.

**7.6 Governing Law and Venue**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Tuolumne and Calaveras County, California. The parties to this Agreement hereby expressly waive any right to remove any action to a county other than Tuolumne or Calaveras Counties as permitted pursuant to California Code of Civil Procedure Section 394.

**7.7 Attorney’s Fees**

If any party commences any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney’s fees and legal expenses.

**7.8 Secretary of State**

A notice of this Agreement, plus one copy, shall be filed with the Secretary of State within 30 days after the effective date as required by Government Code section 6503.5.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: \_\_\_\_\_

By:

Its:

By:

Its:

Dated:

Member’s Address:

\_\_\_\_\_  
\_\_\_\_\_



## Exhibit B

### TUOLUMNE-STANISLAUS INTEGRATED REGIONAL WATER MANAGEMENT PLAN JOINT POWERS AUTHORITY WATERSHED ADVISORY COMMITTEE CHARTER

*The Tuolumne-Stanislaus Watershed Advisory Committee (T-S WAC) has been established by the Tuolumne-Stanislaus Regional Water Management Group (T-S RWMG) to advise the T-S RWMG on all facets of the implementation of the Tuolumne-Stanislaus Integrated Regional Water Management Plan (T-S IRWMP).*

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#### **A. Introduction**

The Tuolumne and Stanislaus watersheds traversing eastern Stanislaus County into Tuolumne and Calaveras Counties contain an extraordinary regional geographic diversity. Water has been and continues to be an undeniable force that shapes the economic, ecological and cultural face of the area. It is in this area that:

- The discovery of gold in Jamestown launched booming towns and early water delivery systems that still exist side-by-side and serve both residents and recreationists
- Me-Wuk Indians live and work within their native watersheds
- Stands of oaks and brush in the lower elevations give way to dense coniferous forests in the Sierra Nevada range

- Growing population centers attract ever more full-time residents and also serve tens of thousands of recreationists
- Agriculture is a locally valued and sustainable way of life
- Yosemite National Park, the Stanislaus National Forest, two Wild Trout Streams and a Wild and Scenic River are located within these watersheds

Water is the essential link for all of these factors. Water needs are as broad reaching as area's diversity. Water is needed for homes, schools, businesses, the environment and recreational attractions. Recycled water irrigates agricultural lands, and water infrastructure, both new and historic, weave through the region. The community is committed to meeting or exceeding federal and state standards for water and wastewater quality, environmental protection and wildlife habitat.

Growing demand and changing conditions require the region to aggressively plan for its water future. This has led a host of stakeholders to come together to initiate an Integrated Regional Water Management (IRWM) process and complete an IRWM Plan. The goal is to promote and practice integrated regional water management to ensure sustainable water uses, reliable water supplies, better water quality, environmental stewardship, efficient urban development, protection of agriculture, and a sustainable economy.

Implementation of the IRWM Plan will promote collaboration throughout project implementation such that quantifiable ecosystem restoration and improved water supply and water quality benefits will occur in an integrated, cost and time efficient manner. The Plan will integrate activities, which will increase environmental education and stewardship, reduce conflicts and litigation potential, and through interregional cooperation, increase understanding and participation in export water proposals as they relate to beneficial uses in the area of origin. Further, it is essential that the data management system be maintained so it can inform the T-S IRWMP JPA of the relative success of various Resource Management Strategies, programs and projects. This information will be key to an implementation effort grounded on adaptive management and guided by an active and involved governance entity. With the elements of collaboration, adaptive management and active governance in place, the T-S IRWM Plan cannot only become the vehicle for guiding the investment of public fiscal resources, but it can also serve as one logical venue for resolving difficult matters of resource management policy in the Region.

Implementation of the IRWM Plan will require a sustainable, local community capacity to be developed from within the public agency members and supported by the non-governmental organization membership that enables the program to be ongoing and funded, to the extent possible, from non-state funds.

## **B. Mission & Deliverables**

The mission of the T-S Watershed Advisory Committee (T-S WAC) is to prepare all

recommendations necessary to advise the T-S Regional Water Management Group (T-S RWMG) on implementation of the T-S Integrated Regional Water Management Plan (T-S IRWMP). Implementation of the T-S IRWMP is intended to follow the objectives of the Plan and the application of sound project selection criteria that mirror the original T-S Planning Grant Committee's commitment to integration of resource management strategies that maximize resource benefits in a sustainable fashion using efficient fiscal management.

The T-S WAC is responsible for developing recommendations for consideration by the T-S RWMG for the following:

1. Upcoming funding opportunities
2. Improved project integration
3. Project selection for inclusion in grant applications being submitted through the RWMG
4. Plan performance to include progress toward Plan objectives
5. Objectives/targets not accounted for in currently included projects
6. Objectives updates
7. New or revised/integrated projects for inclusion in the Plan
8. Project priorities updates
9. Plan content revisions
10. Operational data that should be measured and managed to meet the goals and objectives of the T-S IRWMP
11. Efficient and effective communication with participating entities within the Region, the general public and the media

## **C. T-S IRWMP Focus**

The approximately 2,700 square miles of the T-S Region span the entire western slope of the Sierra Nevada, encompassing the Upper Tuolumne River, Upper Stanislaus River, and Upper Rock Creek-French Camp Slough watersheds. The Region includes all of Tuolumne County, the southern portion of Calaveras County, and southwestern Alpine County.

The majority of the Region's approximately 70,000 people reside in the foothills at elevations below 3,000 feet. Major communities of the T-S Region include Sonora, Twain Harte, Copper Cove, Copperopolis, Angels Camp, Murphys, and Groveland. A number of the Region's communities have been identified as Disadvantaged Communities (DACs) which have median household incomes less than \$48,706 per DWR criteria. The Region is also home to two federally recognized Me-Wuk tribes, and federally managed national forest and national park lands represent over two thirds of the lands in the Region. The Region's economy continues to evolve from the historic industries of agriculture, mining and timber, to a more service-based economy. Residential and agricultural developments considered for the Region may contribute to the 1-2% projected growth in the Region and would result in related increases in water use demands within the Region.



## E. Organizational Structure

Watershed Advisory Committee: The T-S Watershed Advisory Committee (WAC) is the primary advisory committee for the T-S Regional Water Management Group. As such, it is authorized through the T-S IRWMP JPA Agreement and established through the JPA Board of Directors. The WAC shall consist of representatives of the members of the JPA Board of Directors and representatives of parties designated to represent an interested organization within the T-S Region. Each member of the JPA Board of Directors and each interested organization may appoint one member and at least one alternate to the WAC. Members and alternates shall be designated in writing by the respective governing body of each appointing entity. The WAC shall provide recommendations to the Board, but shall have no authority to take action that binds the Authority in any way.

Workgroups/Subcommittees: To advance its work, with the approval of the Board, the WAC may choose to create workgroups and/or subcommittees to conduct specific tasks. The WAC will craft a clear charge and scope of work for any work group or subcommittee. Work groups and subcommittee meetings will be open to the public and their materials will be available to the public. As in the full group, these groups will seek consensus in their recommendations and work products. Highlights, decisions, and action items will be recorded in meeting summaries. In addition to regular progress updates, materials developed in these groups will be brought back to the WAC for discussion, refinement as necessary, and recommendation to the board, as appropriate.

Voluntary & Balanced Representation: WAC members may volunteer to participate in workgroups or subcommittees; both will strive for balanced representation of interest groups. To ensure these groups remain small enough to complete tasks expeditiously, WAC members will confer and identify appropriate representatives for different interests. All members will be expected to have the passion, time, and resources needed to do intensive work. The WAC will provide logistical and technical support to help convene these groups and track their work products.

## F. Membership

In keeping with the goals of collaboration and transparent processes that have underpinned the work of the Planning Grant Committee that preceded and led to the establishment of the T-S IRWMP JPA, the WAC will strive to include representatives of groups with a range of interests who are engaged in water-related issues within the T-S IRWMP Region. These may include, but are not limited to the following:

- Air Quality
- Agriculture
- Community Vitality and Local Economic Development
- Cultural Resources

- Disadvantaged Communities
- Environmental Groups
- Fire Safety and Community Protection
- Forestry
- Local, State Federal, and Tribal Governments
- Industry
- Water Quality and Quantity
- Youth Education and Training

**Members:** To become a member of the WAC, an organization representing one of the above interests must complete a membership form designating an official member and alternate, if applicable. Members, and the organizations they represent, must formally commit to uphold the guidelines of the charter and accept the T-S IRWM Plan. It is also expected members/alternates will act as a conduit of information between the WAC and the organization the member represents.

**New Members:** While membership is open, new members must abide by the responsibilities of members, listed above. The WAC aims for members to make informed decisions. Therefore, new members may participate in decision-making after attending one meeting and committing to understanding the information being analyzed and previous WAC discussions.

**Attendance Requirements:** Members in good standing will attend at least 50% of WAC meetings per calendar year or send an alternate. Members who are unable to meet attendance requirements will be deemed “inactive” and will not be consulted in their absence before decisions are finalized.

**Alternates:** Regular attendance will be essential to the continuity of the group. When unable to attend, the member may choose to send an alternate. The alternate is expected to act on behalf of the member. The member and alternate must remain fully briefed and be able to work without causing the group to revisit items previously considered.

**Associate Members:** An interested party who does not officially represent an organization focused on the interests listed above may request to become an associate member.

**External Liaison:** An external liaison is an individual who represents a governmental agency that does not have formal membership in the WAC, but serves in an advisory capacity.

## **G. Roles and Responsibilities**

Specific roles and responsibilities are defined as follows:

**JPA Board of Directors:** is comprised of representatives of agencies/organizations that have signed the JPA Agreement. The board is the decision-making body of the T-S IRWMP JPA and the recipients of all recommendations of the WAC. It also constitutes the T-S IRWM Regional

Water Management Group.

Members: are stakeholders who are officially designated by their organization (representing an interest listed in Section F) and sign on to fully participate in the work of the T-S IRWMP JPA and agree to (1) advise the T-S JPA Board on how issues might best be addressed and processes improved; (2) contribute expertise, data and information to clarify discussions, eliminate false assumptions, and advance innovation; (3) serve as the liaison to communicate information to and from their organizations and constituencies; (4) participate in an open and honest forum; and (5) act in a manner that will enhance trust among all partners and interested parties. Members are responsible for reviewing material in advance and being prepared to engage in substantive discussions during meetings. Members should attempt to attend every meeting to ensure continuity in discussions and decisions, and to ensure efficient workflow.

The Administrative Director: serves as the programmatic staff of the T-S JPA and is responsible for executing the WAC charter and for ensuring that all relevant perspectives related to the deliverables are discussed and captured in written documents. The A.D. is responsible for overall project management and coordinating with technical support. The A.D. is also responsible for seeing that meeting materials are distributed at least one week in advance of meetings and for all routine communication with WAC members. Additional responsibilities include reporting to the Board of Directors on WAC activities and carrying out any other directives issued by the Board of Directors.

Technical Support: will be provided by resource experts who function as technical advisors to the T-S JPA during ongoing discussions of the WAC and its work groups or subcommittees. Technical advisors participate in meetings to serve as an important resource to the T-S JPA on complex scientific questions and issues.

The Facilitator: provides impartial leadership to the dialogue process and meeting management. The facilitator is content neutral and will advocate for a fair, effective, and credible process – not a particular outcome. The facilitator will help the T-S JPA stay within scope and follow the terms of the Charter. Specific WAC duties include: (1) helping to formulate meeting objectives and agendas; (2) overseeing the preparation of meeting notes, including points of agreement and disagreement; (3) serving as a confidant for members who wish to express concerns privately, whether about the substance of discussions or the dialogue process. The facilitator will also actively suggest methods to accomplish tasks.

If a member has a concern about the neutrality or performance of the facilitator, s/he should first speak with the facilitator. If the concern is unresolved, the member should discuss it with the Administrative Director.

Associate Members: are interested parties who are not officially designated by an organization (representing an interest listed in Section F). An associate member may participate in WAC discussions, but will be a non-voting member. It is expected that an associate member have an ongoing commitment to the purpose and work of the WAC.



Liaisons: provide a means of communication between an agency/organization and the T-S JPA. A liaison is a non-voting member of the T-S JPA.

Workgroup/Sub-Committee Members: subject to approval of the T-S JPA Board of Directors, the WAC may agree to formation of a workgroup to address specific topics. Members' work will be bounded by specific timeframes and specific questions to be considered. If the need arises, a subcommittee may be convened to assist a workgroup and/or the WAC with topics requiring specific expertise. Depending on the nature of the assignment, a subcommittee may report back directly to the WAC or work through a workgroup.

## H. Participants

**Administrative Director:** Lindsay Mattos, Tuolumne County Resource Conservation District

**Members:**

**Associate Members:**

**External Liaisons:**

**Facilitator:** Carolyn Lott, Carlon Consulting

## I. Schedule

The WAC is expected to meet at least quarterly, or more frequently as necessary to accomplish the advisory group's mission. Meetings will be held on the third Wednesday of the month. If additional meetings are determined necessary, members will be polled for availability prior to scheduling.

Depending on need, one or more work groups/subcommittees (see Section E, Roles and Responsibilities) may be formed. Subcommittee meetings will be scheduled as required.

## J. Decision-Making

### 1. **Consensus is the Fundamental Principle:**

The WAC is an advisory group to the JPA Board of Directors (RWMG) and, as such, decisions made by the WAC will be forward as recommendations to the JPA Board of Directors. In working with the WAC, the facilitator and administrative director will use a consensus-seeking approach and work diligently to find common ground on issues. The group will strive for consensus in its work. In reaching consensus, some WAC members may strongly endorse a particular proposal, meaning they fully support the proposal. Others may accept it as just "workable," meaning it is not perfect but there are good elements about it. Others may be only able to "live with it, meaning they do not see



the need for it, but will go along with it. Still others may choose to “stand aside” by verbally noting a disagreement, yet allowing the group to reach consensus without them if the decision does not affect them or compromise their interests. Members may “conditionally endorse” a proposal meaning they support it but need to bring it to their governing body for formal approval. Any of these actions still constitutes consensus. A member may “oppose” a proposal which results in no consensus.

## 2. **Voting Process:**

If no consensus is reached, then the WAC automatically moves to a voting structure. Absent consensus the necessary vote to take action on an item by the WAC is 70% or more of the WAC members present at the T-S IRWMP JPA meeting. There is no minimum caucus of WAC members needed to take an action. However, those WAC members who could not “stand aside” will be asked to indicate whether they believe, in good faith, there is sufficient potential for compromise to recommend referral to a subcommittee for continued discussion with the hope of developing a consensus position to be brought back to the WAC for consideration.

WAC members will, if necessary, determine through a roll call vote whether there is a minimum of 70% of those present who wish to send the proposal to a subcommittee for further consideration. If the vote indicates the WAC does not believe the potential exists to develop a modified proposal, members will use the voting threshold of 70% to determine the fate of the proposal “on the table”.

If a proposal is referred to a subcommittee, the subcommittee will diligently strive to develop an acceptable proposal to present to the WAC at the next regularly scheduled meeting. If the subcommittee cannot come to consensus on a modified proposal, the WAC will vote on the original proposal utilizing the 70% threshold. If the subcommittee recommends a modified proposal, the WAC will attempt to come to consensus on the subcommittee’s recommendation. If the WAC cannot come to consensus on the modified proposal the WAC will vote on the subcommittee’s recommendation utilizing the 70% threshold. The WAC may also vote on the original proposal, or any other modification to that proposal, utilizing the 70% threshold.

If there is no vote of 70% or more for any action proposed, then the item is considered to not have been passed by the WAC.

All decisions, agreements, recommendations, and reservations will be documented in the meeting summaries, which are part of the public record.

**Timeframe:** In making decisions, the WAC will abide by timelines set by the T-S IRWMP JPA Board of Directors. If the WAC determines a longer timeframe is needed than set by the board, the WAC may ask the administrative director or facilitator to request that the board extend the timeline. However, the board is under no obligation to agree to the request.

## K. Protocols & Standing Group Rules

### Process Agreements

- **Members agree to act in good faith in all aspects of this process and to communicate their interests.** Members agree to make a concerted effort to provide requested information to other members or to explain the reason why not. Tentative or sensitive information will be treated appropriately.
- **Members agree to address the issues and concerns of the participants.** All members have a stake in the issue at hand. Members agree to validate the issues and concerns of other parties, and work to develop agreements that include all the issues under consideration. Disagreements will be viewed as problems to be solved, rather than battles to be won.
- **Members agree to only make commitments they intend to keep.**
- **Parties will express concerns and support in discussions of the WAC that are consistent with concerns and support they express in other forums, including in sessions with the press.**
  - **Outside of WAC meetings, people will represent comments made in these meetings as organizational or general group comments. Personal references should be avoided.**
  - **Meeting notes will be prepared with a focus on key points, ideas, and action items rather than as transcripts.** Unless very specific to understanding the content, references will generally be made to the content rather than the members. Meeting notes will be circulated within two weeks of meetings. Meeting notes will then be made publicly available.

### Meeting Groundrules

- **Electronic courtesy.** Most of the participants have demanding responsibilities outside of the meeting room. However, your full attention is requested during meetings. Please turn cell phones, or any other communication item with an on/off switch to “silent.” If you have to respond to a communication, please do so outside the meeting room.
- **Stay focused on the charge and deliverables.** There are many related topics that people care about. The WAC cannot address all of these. The facilitator will help the group stay focused on the deliverables.
- **Sit at the table only if you are the member representing an agency/organization.** Balancing participation and identifying individuals representing member agencies/organizations is easier when only one person per agency/organization is seated at the table. The person can be the “member” or the “alternate.”
- **Raise your hand if you wish to speak.** Raising your hand helps the facilitator manage the queue.
- **Use common conversational courtesy.** Don't interrupt others. Use appropriate language. Avoid third party discussions.
- **Treat each other with respect.** People are passionate about these issues and in many cases have invested their careers in this work. People offer their time, expertise, insight, and resources in these discussions. Please respect the work people do to advance the conversation and create common ground.
- **All ideas and points have value.** You may hear something you do not agree with. You are not required to defend or promote your perspective, but you are asked to share it. All ideas have value in this setting. If you believe another approach is better, offer it as a

constructive alternative.

- **Avoid editorials.** Please avoid ascribing motives to or judging the actions of others. Please speak about your experiences, concerns, and suggestions.
- **Honor time.** In order to achieve meeting objectives it will be important to follow the time guidelines provided by the facilitator.
- **Beware of the 3 C's Disease:** Do not criticize, complain, or condemn. **Be comfortable.** Please help yourself to refreshments or take personal breaks.
- **Humor is welcome** and important, but humor should never be at someone else's expense.

## L. Amendments

The WAC may develop and recommend amendments to the Charter for submission to the T-S IRWMP JPA Board of Directors consideration. The Charter will be reviewed every two years to assure continued relevancy and commitment of members.