

**UPPER GRANDE RONDE RIVER WATERSHED PARTNERSHIP
PLACE-BASED INTEGRATED WATER RESOURCES PLANNING**

UNION COUNTY, OREGON

GOVERNANCE AGREEMENT

VERSION 3.0

November 2016



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Introduction

This Governance Agreement (Agreement) describes the intended operation of the Upper Grande Ronde River Watershed Partnership (Partnership). It covers the operations of the entire place-based planning process and beyond. Version 3.0 of this Agreement was completed on November 29, 2016. This Agreement may be reviewed and amended as the Partnership evolves.

Background

In 2015, the Oregon State Legislature provided the Oregon Water Resources Department (OWRD) with funding to support Place-Based Integrated Water Resources Planning. Union County's proposal for the Upper Grande Ronde River Watershed was accepted into the pilot program based on a strong history of basin-wide collaboration on water resources issues.

The planning area is the Upper Grande Ronde River Watershed (Watershed). The Watershed boundary closely aligns with the Union County boundary. The Watershed is part of the Grande Ronde River Subbasin in northeast Oregon. This system includes the Grande Ronde River, Catherine Creek, and their numerous tributaries, which eventually drain to the Columbia River Basin. The Watershed is a vital ecosystem that supports ranchers, farmers, and urban residents, as well as an array of fish and wildlife species. This place-based integrated water resources planning effort will evaluate all demands on water resources within the Watershed compared to available water resources.

Union County (Convener) will lead this collaborative effort among a balanced representation of local organizations and individuals (Partners) having a vested interest in the area's water resources. While there is a significant body of research on water quality, quantity, and ecological demands in the Watershed, there is a lack of seasonal-level analysis to evaluate whether the demands are aligned with available water quality and quantity.

The Partnership is a diverse group of Partners working to evaluate, on a Watershed scale, times when demands (quantity and quality) exceed the available resource. The Partnership will also evaluate possible water resources management strategies to meet demands and possible improvements to maximize water use efficiencies. The objective is to have a complete plan outlining available water resources in the Watershed compared to the demands on each resource that will serve as a "roadmap" to best align demands with available resources for an integrated and sustainable system.

The goal is to use place-based planning as a starting point for a lasting Watershed-wide Partnership where improvements are made to better align various demands with available resources.

Purpose and Need

A Partnership is needed because water supply shortages for in-stream and out-of-stream uses currently exist and will be intensified by climate change and increases in future demand. The Watershed supports farmers, ranchers, urban residents, and tribal interests. The Watershed is also home to numerous fish and wildlife species including Chinook salmon, steelhead, and bull trout. The Watershed consists of private land and federal forestland. Forty percent is agricultural; 794 farms and ranches are located in the Watershed.

The purpose of the planning effort is to obtain data from all relevant resources and evaluate, on a Watershed-wide scale, possible water resources management strategies to meet the in-stream and out-of-stream demands on the resources. Every demand for water includes a demand for a certain quantity of water of sufficient quality. As a result, this process will encompass both the water quality and water quantity components of water resources planning. Water quantity planning will explore the volumes of water present in the Watershed during different times of the year including groundwater and surface water. Water quality planning will include factors such as temperature, nutrient load, sedimentation, and other elements that affect the quality of water to serve ecological, municipal, and agricultural interests. By cooperating as Partners, municipal, agricultural, ecological, and other interests will help to create a planning document that enables meaningful change throughout the Watershed and establishes healthy and resilient native habitats and working landscapes for future generations.

Scope of Planning

The scope of planning will include the entire Watershed, also known as the Upper Grande Ronde River Subbasin (HUC 17060104) (which approximately matches the boundary of Union County), see Figure 1. The Watershed encompasses nearly 1,640 square miles in northeastern Oregon. To facilitate the scoping of this project, Appendix A, Memorandum of Understanding (MOU), describes the roles and responsibilities of Partners, Appendix B, List of Current Partners, and Appendix C includes Exhibit A - Budget and Exhibit B - Statement of Work for Planning, Step 1 from the OWRD Grant Agreement. This Agreement describes the scope of the effort in terms of Partnership

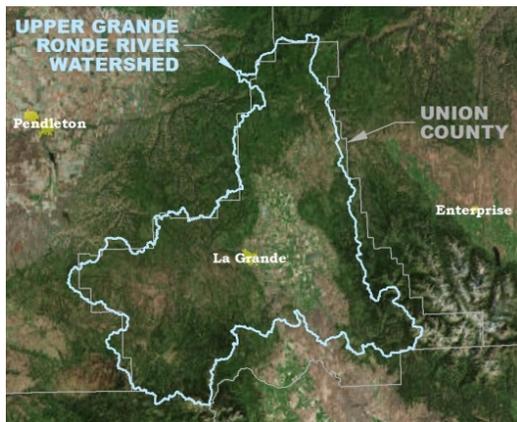


Figure 1 - Location Map

organization and operations as well as each of the five steps in the planning process including, Step 1: Build a Collaborative and Integrated Process; Step 2: Characterize Water Resources, Water Quality, and Basin Conditions; Step 3: Quantify Existing and Future Needs/Demands; Step 4: Develop Integrated Solutions Report for Meeting Long-Term Water Needs; and Step 5: Plan Adoption and Implementation.

Mission Statement

The shared beliefs agreed to by the Partners are expressed by the following mission statement:

“Through this Partnership, we will work collaboratively to determine basin-wide water supply, analyze basin-wide water demands, and develop an Integrated Water Resources Strategy (Integrated Strategy) to improve the sustainable management of water supplies in the Watershed for all users for the future.”

Guiding Principles

The Partnership has taken into consideration the 2012 Integrated Water Resources Strategy Guiding Principles and developed the following guiding principles for the Partnership:

1. Participation. Partners have a duty to contribute information and resources to the cause.

2. Collaboration. Partners will work together to determine priorities in a fair and open manner. Information will be shared freely throughout the Partnership.
3. Respect. Partners will respect the research and focus of different members of the Partnership.
4. Balanced Analysis. Data, decisions, and resources will be analyzed using best science and technical expertise. The decisions will be balanced between users.
5. Funding. Partners will work to support each other in applications through matching funds or in-kind support as they are able.
6. Action. The ultimate goal is to implement incremental projects to create beneficial and lasting change in the Watershed.
7. Flexibility. The Partners realize that modifications to the original scope and views may be required from time to time.

Goals

The overall goals of this Partnership are:

1. Create a framework of communication, decision making, and Watershed-wide improvements for the use of the basin's water resources.
2. Develop and publish a final integrated strategy for sustainable management of water resources (see Step 5).
3. Improve sustainable management of water supplies in the Watershed and water resources for all users (ecological, municipal, agricultural, and others).

Our vision for the Watershed is to create and foster:

1. A positive economic and environmental impact on agricultural, municipal, ecological, and other uses within the Watershed.
2. A balanced approach to managing water demand and supply to enhance water quality and water quantity.
3. Watershed improvements to facilitate effective use of water for all users.

A list of activities that will not be funded or undertaken by the Partnership is provided below:

1. Direct lobbying according to the definition of Section 4945(d) (1) of the U.S. Internal Revenue Service Code.
2. Regulatory or compliance activities.
3. Any activity that violates private property or water rights.
4. Any activity that intentionally advocates for one Partner's interests over the other.

The Partnership may not conduct any of the activities listed above; however, Partners are free to conduct any activity they like in the pursuit of their individual/organizational interests.

Partnership Organization

Organizational Structure

The Partnership will be led by the Convener and will rely upon a Steering Committee of three Partners that represent the primary water interests in the Watershed. These initially include the Oregon Department of Fish and Wildlife (ODFW), a municipal representative (City of La Grande), and the Union County Farm Bureau. This group will complete the preparatory and administrative work for the larger Stakeholder Committee, which includes all organizations involved in the planning process through signature of the MOU located in Appendix A. The interested public will be notified of Partnership activities and encouraged to participate in the process. The Partnership will depend largely on the individual Partner organizations to voluntarily fill the roles necessary to meet the Partnership vision and desired outcomes. The full list of committee members is provided in Appendix B. The organizational structure is outlined in Figure 2.

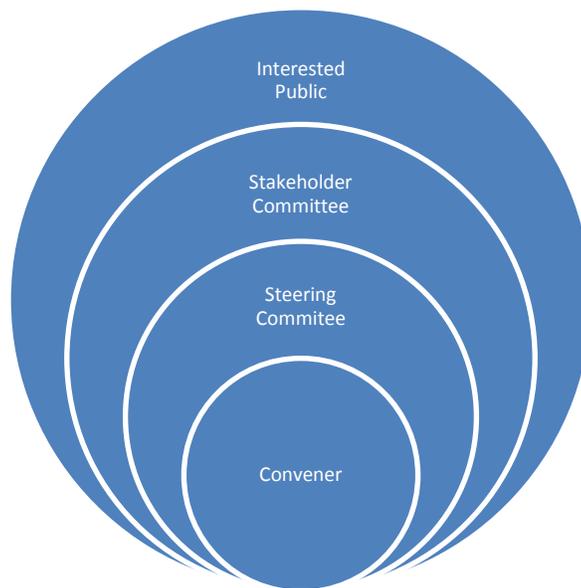


Figure 2 - Organizational structure of the Upper Grande Ronde River Watershed Partnership.

Memorandum of Understanding

All those involved at the Stakeholder Committee level are encouraged to sign the MOU attached to this Agreement to show support in a formalized method (see Appendix A). Stakeholders that sign the MOU and fulfill membership requirements will be voting members of the Partnership. Members of the public and agencies wishing to participate in a technical/advisory role are encouraged to sign the MOU as non-voting members.

Partner Roles

Convener

Union County leadership will serve as the impartial Convener of this process. This role will include fiscal management, project management, and general facilitation. The leaders of this planning effort are invested in this Watershed and are vested in the outcome of this process.

Steering Committee

The Partnership will utilize a Steering Committee that will guide decision making and other actions. The Steering Committee will be composed of representatives of the primary water interest in the Watershed. This structure will ensure that goals for conservation, restoration, and infrastructure improvements will be implementable and amenable to those who would have the legal ability to enact them. This will initially include the following groups:

- The Convener will be Union County.
- OWRD will provide planning coordination and support.
- Municipal interests will be represented by the City of La Grande.
- Agricultural interests will be represented by the Union County Farm Bureau.
- Ecological interests will be represented by the ODFW.

The initial responsibilities of the Steering Committee will be the following:

1. Assist the Convener in designing Partnership and workgroup meetings.
2. Review draft Partnership documents (e.g., manuals, fact sheets, plans, proposals).
3. Determine topics to be presented to the Partnership.
4. Oversee development and adaptive management of the Integrated Strategy.
5. Hold regular quarterly coordination meetings/phone calls beginning in September 2016.

The goal is for this group to serve as the leadership team to execute ideas from the entire Stakeholder Committee. The Steering Committee membership may be expanded or contracted as proposed by the Convener and approved by the Stakeholder Committee. Additionally, it is anticipated that in different steps of the planning process, members of the Stakeholder Committee will be invited to participate in Steering Committee meetings.

Stakeholder Committee

The Stakeholder Committee will consist of a balanced representation of local Partners willing to participate in this planning process and who have an interest in water related issues within the Watershed. It also includes the Convener and members of the Steering Committee. See Appendix B, List of Current Partners.

Interested Public

Members of the public who do not qualify for the Stakeholder Committee may participate in the process by providing input, feedback, public comments, technical support, ad hoc committee membership; however, they may not participate in consensus-based decision making. See the Partnership Operations section of this Agreement for Stakeholder Committee requirements for decision making.

Ad Hoc Subcommittees

The Partnership will utilize ad hoc subcommittees to address specific tasks efficiently. These subcommittees will be staffed by any of the aforementioned groups based on specific needs.

Additional Resources

Additional resources are anticipated to be utilized by the Partnership to accomplish place-based planning goals. Potential resources include technical resources, facilitator resources, and those with specialties not found within the Partnership.

An updated list of Partners (Convener, Steering Committee, Stakeholder Committee, Interested Public, and Ad Hoc Subcommittees) will be maintained throughout this process. See Appendix B.

Main Contact

The Convener will serve as the main contact. Union County Commissioner Mark Davidson is the main contact, with Scott Hartell, County Planning Director, assisting in this effort.

Partnership Operations

Stakeholder Committee Requirements for Decision Making

While anyone may attend and participate in meetings and deliberations, only members of the Stakeholders Committee who have signed the MOU may participate in decision making. Individuals (or alternate contacts) must have attended (in person or through conference call) at least 50 percent (two of the last four) of meetings to participate in decision making. Each Stakeholder Committee organization or individual that is a signatory to the MOU will have one vote, regardless of the number of additional individuals from that organization that are present at meetings.

Rather than establishing formal quorum rules, the Partnership agrees that substantive decisions should not be made at meetings where a broad representation of stakeholders are not present.

Consensus-Based Framework

The Upper Grande Ronde River Watershed Partnership is a consensus-building Partnership. Consensus is defined as a decision that all parties support.

Consensus will be determined to be reached when all Stakeholder Committee members present at the meeting agree to one of the following statements:

- I agree with the decision and will publically support it.
- I agree with the decision but will refrain from publically supporting it.
- I can live with the decision (and will not disparage it in public).

All decisions made by the Stakeholder Committee will be made by requesting the Stakeholder Committee members raise their hand or verbally support one of the above statements. If there is disagreement, the disagreeing member is required to offer a constructive alternative that seeks to meet the needs of all participants involved.

Participants will make every effort to reach a consensus within the given timeframe for decision making.

If a consensus-based decision cannot be made, the areas of disagreement will be clearly recorded in any Partnership reports. The disagreeing member(s) of the Stakeholder Committee must submit, in writing, the nature of the disagreement, and an agreement of all parties (with a maximum of two dissenters) allows the process to move forward.

A consensus-based decision making process will be used by the Stakeholder Committee for all non-administrative decisions. This process may identify opportunities individual water right holders may choose to implement. This Partnership is a completely voluntary group and has no regulatory authority. Administrative decisions will be made on a consensus basis during meeting and email communications. If a Stakeholder Committee member is not in favor of a decision or the direction the Partnership is moving, it is the member's responsibility to address it.

If a consensus cannot be reached, an ad hoc subcommittee composed of members of the Stakeholder Committee may be formed to develop a proposal for a potential resolution to be presented to the entire Stakeholder Committee.

Decisions to modify this Agreement or the MOU will be made by a written proposal from a member of the Stakeholder Committee or the Convener. There will be a consensus-based decision made by the Stakeholder Committee. Modifications include adding or removing a Stakeholder Committee member, altering specific terms, or terminating the MOU in its entirety.

Changes to the MOU will be effective 30 days after the Partnership's main contact's receipt of the affirmative consensus-based decision.

Meetings

All Partnership meetings will be open and inclusive. Efforts will be made to ensure participation by stakeholders of diverse perspectives, interests, and expertise. All meetings will be public and listed on the Place-based Planning Calendar on Union County's website (<http://union-county.org/planning/place-based-integrated-water-resources-planning/>). Anyone in attendance at Partnership meetings is welcome to participate and contribute.

Partnership meetings will be held in accordance with the work schedule. Steering Committee and ad hoc subcommittee meetings will be conducted as needed. Ad hoc subcommittees may be composed of members of the Stakeholder Committee, interested public, or people outside of the Partnership with technical expertise that is needed. Meetings may be preceded by an online poll, if needed, to select an adequate date and distribution of an agenda offering the date, time, location, and meeting activities. Presentations and other meeting materials will also be provided in advance of meetings. The Partnership will also endeavor to offer remote access (phone at minimum, if requested) for all meetings. Remote access meets Stakeholder Committee attendance requirements.

Meeting guidelines to foster efficiency, collaboration, and respect include the following:

- Recognize the legitimacy of the interests and opinions of others.
- Come to meetings prepared with comments.
- Only one person speaks at a time.
- Effort to offer a potential solution if a challenge or problem is brought forward.
- Make commitments only if it is believed they can be fulfilled.
- Respect the facilitator, agenda, and any issues put aside for later discussion.
- Meeting minutes with task lists will be prepared after each meeting.
- Personal attacks and other unprofessional behavior will not be tolerated.

Deliverable Evaluation

Generally, reports, models, matrices, and data analysis generated by the planning process will be reviewed by the Partnership in an iterative process as follows:

- Present outline of document to members of the Steering Committee and invited technical resources.
- Present outline of document to the Stakeholder Committee and interested public who have made their contact information available (it will be provided before the meeting and also presented at the meeting).
- Comments will be used and a draft document will be developed by those Partners working on that specific task (potentially in the context of an ad hoc subcommittee).
- Present draft document to the Steering Committee.

- Present draft document to the Stakeholder Committee and interested public who have made their contact information available (it will be provided before the meeting and also presented at the meeting).
- Comments will be used to produce a final document.
- The Stakeholder Committee will make a consensus-based decision to support document.

Draft and final deliverables will be made available via email or on Union County's website.

A matrix of possible improvements will be developed by the Partnership as a part of the planning process.

The Integrated Strategy document that will be developed as a final part of this five-step process will identify ways to support Partners in grant application and project decision-making. Individual groups that are a part of the Partnership may use Partnership resources for applying for grants, if approved.

Communications

Communications will be managed according to the methods described in the Communications and Outreach Plan. Please see this plan for more details.

General Messaging

The Partnership will share information with the public, potential funders, local elected officials, and others to build knowledge, gain participation, and encourage sharing innovative ideas with the Partnership. Smaller messages, such as public notices for meetings, will be reviewed by the Steering Committee, while more extensive messages, such as reports, will be developed by the entire Stakeholder Committee.

Direct Communications

The Partnership will maintain internal communication through quarterly Stakeholder Committee meetings, Steering Committee meetings, periodic ad hoc subcommittee meetings, recording of meeting notes, the Union County website, phone, and email notifications.

When reaching out to individuals (landowners, non-profit organizations) for project development, ideas will be reviewed through the group. All Partnership meetings will be open to the public, and landowners/specific organizations may be invited to participate in the future.

Recordkeeping

Partnership written materials will be made available to the public via the Union County website. These materials may include, but are not limited to, the following:

- Meeting agendas, presentations, handouts, and notes
- Partnership documents, such as agreements, manuals, and plans
- Grant solicitations, draft and final proposals, and budgets

- Plans, literature, and data applicable to the Watershed
- Public outreach documents
- Draft and final deliverables

Five-Step Planning Process

Work Plan

A detailed Work Plan will be developed for Steps 2 through 5 in Step 1. The Work Plan for Step 1 is detailed in the OWRD Grant Agreement as Exhibit A and B. These Exhibits are included in this Governance Agreement as Appendix C, OWRD Exhibits A and B. Below is a brief description of each step in the process. Each deliverable will build upon the previous one and will culminate into a final Integrated Strategy document. Each step of the process will contain rigorous review of the outline and draft document to allow for iterative and adaptive research and the production of documents that reflect the entire Partnership.

Step 1: Build a Collaborative and Integrated Process

The Convener will facilitate the team drafting this Agreement and the MOU clarifying roles and responsibilities of Partners. A Work Plan and Communications and Outreach Plan will be developed during this step. Meetings will be held for the Partners, including OWRD, to finalize the Work Plan and schedule for the planning process.

Deliverable: Approved Agreement, signed MOU, Communication and Outreach Plan, and Work Plan and budget for steps 2 through 5

Step 2: Characterize Water Resources, Water Quality, and Basin Conditions

Supply Analysis: Existing data will be collected to document surface water flows, ecological conditions, and groundwater/aquifer availability on a weekly basis (if data are available). The team will work closely with the Oregon Department of Environmental Quality to collect existing water quality data. On a weekly basis, the quantity and quality of water available in the basin will be identified. Existing data on ecological and anthropogenic conditions in the basin will also be noted in the Existing Conditions/State of Water Resources Report. A description on how these resources may be expected to change in the future will be added. This may include a discussion of such conditions as non-stationarity in hydrology and climate (such as climate change) that, while the necessary data, analytical and management tools may not be available yet, can improve perspective on representativeness and expectations of data. Preliminary challenges and opportunities in each area will be described. The Partners will meet to discuss the outline and draft Existing Conditions/State of Water Resources Report prior to finalization.

Deliverable: Existing Conditions Report (State of Water Resources Report)

Step 3: Quantify Existing and Future Needs/Demands

Demand Analysis: Information will be gathered from each Partner to determine current water needs by season, quality, and volume. Agricultural demands will be reviewed using water rights

and a determination of crop consumptive use on all irrigated lands. Future demands, and impacts of non-stationarity in hydrology and climate, may also be considered, when feasible. Municipal demands, along with future demand forecasts, will be obtained from the cities. Ecological demands will be obtained from the ODFW and other resource agencies. This information will be used to create a model of weekly demand (quality and quantity) for water in each of these areas. The Partners will meet to discuss the draft Integrated Water Resources Needs and Vulnerabilities Report prior to finalization.

Deliverable: Integrated Water Resources Needs and Vulnerabilities Report

Step 4: Develop Integrated Solutions Report for Meeting Long-Term Water Needs

This step will include developing, evaluating, and selecting improvement and/or management strategy alternatives for aligning the available resource with current and future demands. This step may also include information regarding key data/knowledge gaps regarding water resource supply and demand. Many varying opinions about solutions to water resource issues are anticipated. This is believed to foster diverse ideas beneficial to the planning process. The viability of ideas will be assessed using a pre-agreed-upon benefits matrix to be developed as a part of this step.

Representative strategies that build upon existing research may include, but are not limited to, the following:

Water Reuse

An example strategy to meet ecological water demands for the Ladd Marsh Wildlife Area involved using treated wastewater effluent from the City of La Grande instead of surface water. This allowed the surface water rights for those properties to be left in stream. This could serve as a model strategy for other areas within the Watershed.

Water Exchange

In certain areas, agriculture uses cool, clean groundwater to fulfill a demand that could utilize warm, nutrient-rich water. It would be more beneficial to salmonids to have access to the cool, clean water during certain times of the year, while providing warm water for agricultural uses.

Water Storage

Farmers and ranchers contend with floods in the spring and droughts in the summer, while fish have abundant cool water in the spring, yet experience low water quantity and quality in the summer. Innovative storage solutions, including aquifer recharge, aquifer storage and recovery, and off-channel storage, could be considered to meet both in-stream and out-of-stream needs.

Water Conservation

Through understanding water quantity and quality patterns throughout the year, opportunities for water conservation through municipal system efficiencies, improvements to irrigation techniques, and other demand based alterations could be identified. The Integrated Water Solutions Report is anticipated to be a living document representative of the Partnership vision, but also contains the flexibility to change as new resource data and/or needs emerge from the Partners.

The Partners will meet to discuss the outline and draft report prior to finalization.

Deliverable: Integrated Water Solutions Report and Benefits Matrix

Step 5: Plan Adoption and Implementation

Each Partner will agree to the strategy and take responsibility for specific actions and tasks as noted in the Integrated Water Solutions Report. The final meeting will allow the Stakeholder Committee to approve and adopt the Integrated Strategy.

The ultimate goal of this step is to achieve general concurrence from all Stakeholder Committee members of the approaches and strategies identified in the final Integrated Strategy.

Deliverable: Final Integrated Strategy with an action plan for implementing improvements (Approved Integrated Water Resources Plan).

Schedule

Table 1 presents a general schedule for the five-step planning process. A detailed schedule will be further developed as a part of Step 1.

**TABLE 1
 GENERAL SCHEDULE**

Step	Estimated Timeframe	Deadline*
Step 1: Build a Collaborative and Integrated Process	6 months	January 1, 2017
Step 2: Characterize Water Resources, Water Quality, and Basin Conditions	6 months	July 1, 2017
Step 3: Quantify Existing and Future Needs/Demands	6 months	January 1, 2018
Step 4: Develop Integrated Solutions Process for Meeting Long-Term Water Needs	6 months	July 1, 2018
Step 5: Plan Adoption and Implementation	3 months	October 1, 2018

**All deadlines are based on an estimated start date of July 1, 2016. Deadlines are estimates only and may be extended based on the evolution of the planning process.*

Budget

The estimated cost for the pilot planning process is \$272,000. This includes \$75,000 of in-kind match from project Partners and \$197,000 of OWRD funds. A detailed budget for Steps 2 through 5 will be developed as a part of Step 1.

Appendices

Appendix A Memorandum of Understanding

Appendix B List of Current Partners

Appendix C Oregon Water Resources Department Exhibits A and B

APPENDIX A
Memorandum of Understanding

Memorandum of Understanding Between Union County and Partner Organizations in the Upper Grande Ronde River Watershed Partnership

Introduction

This Memorandum of Understanding (MOU) applies to Union County (Convener) and organizations participating in the Upper Grande Ronde River Watershed Partnership (Partnership). The Partnership is a diverse group of organizations (Partners) that have come together to collaboratively develop a Watershed-wide Integrated Water Resources Strategy to help balance in-stream and out-of-stream needs with available resources within the Upper Grande Ronde River Watershed (Watershed) of Union County, Oregon.. This MOU is intended to be signed by those entities that meet the requirements of membership on the Stakeholder Committee (see below). Stakeholders that sign the MOU and fulfill membership requirements will be voting members of the Partnership. Members of the public and agencies wishing to participate in a technical/advisory role are encouraged to sign this MOU as non-voting members.

Purpose

The purpose of this MOU is to formally document the participation of the Stakeholder Committee in the place-based planning effort for the Watershed. This MOU applies to members of the Stakeholder Committee when taking part in Partnership activities and otherwise acting on behalf of the Partnership. This MOU is a condensed version of the Governance Agreement to which it is attached. The MOU serves the purpose of formalizing the participation of members of the Stakeholder Committee, as distinct from the interested public.

Scope

Partnership activities covered by this MOU will take place in the Watershed in Union County, Oregon.

Mission Statement

The shared beliefs agreed to by the Partners are expressed by the following mission statement:

Through this Partnership we will work collaboratively to determine basin-wide water supply, analyze basin-wide water demands, and develop an Integrated Water Resources Strategy to improve the Watershed for all users (agricultural, municipal, ecological, and others) for a sustainable future.

Convener Definition

For the purposes of this MOU, “Convener” describes Union County, who will act as the facilitator and fiscal administrator for this place-based planning process. The Convener may delegate responsibilities as needed.

Partner Definition

For the purposes of this MOU a “Partner” refers to an individual government, tribal, non-government organization, business, landowner, or individual that has expressed interest in participating at any level

in the Partnership. There are no location or attendance requirements to be considered a partner in this process. Partners that are also members of the Stakeholder Committee are required to sign the MOU as voting members. Stakeholders that sign the MOU and fulfill membership requirements will be voting members of the Partnership. Members of the public and agencies wishing to participate in a technical/advisory role are encouraged to sign this MOU as non-voting members.

Steering Committee Definition

The Steering Committee comprises representatives of the primary water interests in the Watershed. This structure will ensure that goals for conservation, restoration, and infrastructure improvements will be implementable and amenable to those who would have the legal ability to enact them. This will initially include the following groups:

- The Convener will be Union County.
- OWRD will provide planning coordination and support.
- Municipal interests will be represented by the City of La Grande.
- Agricultural interests will be represented by the Union County Farm Bureau.
- Ecological interests will be represented by the ODFW.

The Steering Committee membership may be expanded or contracted as proposed by the Convener and approved by the Stakeholder Committee.

Stakeholder Committee Definition

The Stakeholder Committee will consist of all those local Partners willing to participate in the process, sign the MOU, and who have an interest in water issues within the Watershed. It also includes the Convener and Steering Committee.

Note that in the case of organizations and businesses, it is the organization or business entity itself that is the Partner, not individual employees or contractors for the organization or business.

Consensus-Based Decision Making Definition

While anyone may attend and participate in meetings and deliberations, only voting Stakeholder Committee members who have signed the MOU may participate in decision making. Individuals must have attended (in person or through conference call) at least two of the last four meetings to participate in decision making.

The Upper Grande Ronde River Watershed Partnership is a consensus-seeking Partnership. Consensus is defined as a decision that all parties support.

If a consensus cannot be reached, an ad hoc subcommittee composed of members of the Stakeholder Committee may be formed to develop a proposal for a potential resolution to be presented to the entire Stakeholder Committee.

Consensus will be determined to be reached when all Stakeholder Committee members present at the meeting agree to one of the following statements:

- I agree with the decision and will publically support it.
- I agree with the decision but will refrain from publically supporting it.

- I can live with the decision (and will not disparage it in public).

All decisions made by the Stakeholder Committee will be made by requesting the Stakeholder Committee members raise their hand or verbally support one of the above statements. If there is disagreement, the disagreeing Stakeholder Committee member is required to offer a constructive alternative that seeks to meet the needs of all participants involved.

Participants will make every effort to reach a consensus within the given timeframe for decision making.

If a consensus-based decision cannot be made, the areas of disagreement will be clearly recorded in any Partnership reports. The disagreeing Stakeholder Committee member must submit, in writing, the nature of the disagreement, and an agreement of all Stakeholder Committee members minus two allows the process to move forward.

Guiding Principles

The Partnership has taken into consideration the 2012 Integrated Water Resources Strategy Guiding Principles and developed the following guiding principles for the Partnership:

1. Participation. Partners have a duty to contribute information and resources to the cause.
2. Collaboration. Partners work together to determine priorities in a fair and open manner. Information will be shared freely throughout the Partnership.
3. Respect. Partners will respect the research and focus of different members of the Partnership.
4. Balanced Analysis. Data, decisions, and resources will be analyzed using best science and technical expertise. The decisions will be balanced between users.
5. Funding. Partners will work to support each other in applications through matching funds or in-kind support as they are able.
6. Action. The ultimate goal is to implement incremental projects to create beneficial and lasting change in the Watershed.
7. Flexibility. The Partnership realizes that modifications to original scope and views may be required from time to time.

Commitment

By signing this MOU, Stakeholder Committee members formally commit to support the Partnership's shared beliefs as stated in this document when voluntarily taking part in Partnership activities or otherwise acting on behalf of the Partnership. Stakeholders that sign the MOU and fulfill membership requirements will be voting members of the Partnership. By signing this MOU, members of the public and agencies wishing to participate in a technical/advisory role, are formally showing their interest and commitment to this process as non-voting members.

Limitations

This MOU is not legally binding upon its signatories, does not constitute a joint venture, and does not constitute any form of contract between Stakeholder Committee members. This MOU does not commit any Stakeholder Committee member to any expenditure or exchange of funds. It is not the intent of the

Partnership to benefit individual Stakeholder Committee members, except where such benefit may be incidental to the execution of the Partnership's shared beliefs.

Duration

The MOU shall take effect upon the signature of the authorized individual(s) of each Stakeholder Committee member and shall be in force until a Stakeholder Committee member is removed or the MOU is terminated by the Partnership.

If a signature cannot be obtained by an authorized individual in a timely manner, another member of the organization wishing to participate in the Stakeholder Committee may sign an "intent to sign" portion of this MOU. This "intent to sign" signature will allow membership on the Stakeholder Committee, but not decision making ability, until a final signature is obtained.

Amendment

This MOU can be amended after initial signature, by providing written notice to the Convener for presentation to the Partnership. A consensus-based decision will be made by the Stakeholder Committee. An addition will be effective 30 days after an affirmative consensus-based decision.

Stakeholder Committee Addition

A new Stakeholder Committee member may be added to this MOU by providing written notice to the Convener. A consensus-based decision will be made by the Stakeholder Committee. An addition will be effective 30 days after an affirmative consensus-based decision.

Stakeholder Committee Removal

Stakeholder Committee members may voluntarily remove themselves from this MOU by providing written notice to the Convener. The Convener will pursue an acceptable replacement.

A Stakeholder Committee member may be involuntarily removed from the MOU, with cause, through a four-step process.

1. A Stakeholder Committee member must nominate an organization/individual to the Convener to present to the Stakeholder Committee for consideration for removal;
2. The Stakeholder Committee will formally determine if any one of the following pre-conditions are met that provide cause for removal consensus-based decision by the Partnership:
 - Failure to attend a Partnership meeting for 1 year without providing written justification deemed acceptable by a consensus-based decision of the Stakeholder Committee
 - Actions while working on behalf of the Partnership that are grossly inconsistent with the Partnership's vision, purpose, function, and guiding principles as determined through a consensus-based decision of the Stakeholder Committee
 - Actions during Partnership-affiliated meetings or events that are determined to be inconsistent with meeting rules and generally accepted public decorum as determined through a consensus-based decision of the Stakeholder Committee

3. The Convener will notify the Stakeholder Committee member and let them know their removal from the Partnership will be scheduled for a consensus-based decision of Stakeholder Committee. At that time, the Stakeholder Committee member under consideration for removal may request the ability to speak with the Stakeholder Committee prior to the consensus-based decision.
4. If the Stakeholder Committee determines consideration for removal is justified, a Stakeholder Committee member can be removed by an affirmative consensus-based decision of the Stakeholder Committee.

Removal will be effective immediately upon completion of an affirmative consensus-based decision.

Termination

This MOU may be terminated in its entirety at any time by an affirmative consensus-based decision of the signatories of this MOU. Termination will take effect 30 days after an affirmative consensus-based decision to end the Partnership.

Counterparts

This MOU may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.

Signature pages to follow.

The terms of this Memorandum of Understanding are accepted:

Name: _____

Signature: _____

Organization: _____

Date: _____

Desired Status (Circle one): Voting Stakeholder or Non-voting Member

The terms of this Memorandum of Understanding are accepted:

Name: _____

Signature: _____

Organization: _____

Date: _____

Desired Status (Circle one): Voting Stakeholder or Non-voting Member

The terms of this Memorandum of Understanding are accepted:

Name: _____

Signature: _____

Organization: _____

Date: _____

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Organization: _____

Date: _____

Desired Status (Circle one): Voting Stakeholder or Non-voting Member

The terms of this Memorandum of Understanding are accepted:

Name: _____

Signature: _____

Organization: _____

Date: _____

Desired Status (Circle one): Voting Stakeholder or Non-voting Member

My signature below represents my intent to participate in the Partnership as a Stakeholder Committee member (as defined in the MOU) and to work with my organization to obtain official acceptance of this document:

Name: _____

Signature: _____

Organization: _____

Date: _____

Desired Status (Circle one): Voting Stakeholder or Non-voting Member

My signature below represents my intent to participate in the Partnership as a Stakeholder Committee member (as defined in the MOU) and to work with my organization to obtain official acceptance of this document:

Name: _____

Signature: _____

Organization: _____

Date: _____

Desired Status (Circle one): Voting Stakeholder or Non-voting Member

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Name: _____

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Signature: _____

Organization: _____

Date: _____

Desired Status (Circle one): Voting Stakeholder or Non-voting Member

APPENDIX B
List of Current Partners

APPENDIX C
Oregon Water Resources Department
Exhibits A and B
