

**ACF Stakeholders (ACFS)  
Operating Policies and Procedures  
Revised and Adopted December 12, 2013**

The ACFS was established through a consensus based process beginning in August 2008. The following policies and procedures implement revisions to the Charter and Bylaws of ACFS adopted in 2013.

**1) Mission and Goals**

**a. Mission:**

- i. To change the operation and management of the ACF Basin to achieve:
- ii. Equitable solutions among stakeholders that balance economic, ecological, and social values
- iii. Viable solutions that ensure that the entire ACF Basin is a sustainable resource for current and future generations.

**b. Goals:**

- i. To develop a consensus-based basin-wide vision and a unified voice for the ACF Basin.
- ii. To resolve longstanding conflicts over the water resources in the ACF Basin outside of litigation
- iii. To enhance communication among stakeholders in the ACF Basin.
- iv. To develop and disseminate a common scientifically valid understanding of the ACF Basin, including the inter-related nature of water management in the basin, the needs of all of its stakeholders, and the limitations of the system.
- v. To implement solutions that are based on the best available technology and science
- vi. To pursue appropriate change to institutional structure, policies, and procedures in implementing the solutions set forth by this entity

**2) This Document**

**a. Definition of Words and Terms**

Definitions listed here are in addition to those set out in the ACFS Charter.

- i. **Governing Board:** The established governing organization of the ACFS acting with a decision making process as defined by the Charter and By-Laws and clarified by this document.
- ii. **ACFS:** The Apalachicola-Chattahoochee-Flint Stakeholders organization registered as a non-profit organization, ACF Stakeholders, Inc. in the State of Georgia

- iii. **Meeting:** A physical face-to-face gathering of the Governing Board lasting one or more partial or full days.
- iv. **Virtual Meeting:** A meeting of the Governing Board or Committees of the ACFS to discuss topics relevant to the Mission and Goals of the organization either by conference call or by web enable computer sessions. Virtual meetings may be called for information sharing purposes or decision making.
- v. **Substantive Issue:** An issue related to the use, operation and management of the ACF system for which the group is considering developing recommendations and/or solutions.
- vi. **Administrative Issue:** An issue dealing with authorized actions of the committees of the ACFS and/or operations or management of the ACFS
- vii. **Restricted Materials:** Restricted Materials are defined in Addendum 1 – Non-Disclosure Principles Pertaining to Restricted Materials Generated in the ACFS.

**b. Updates and Revisions**

Revisions to the provisions of the Operating Policies and Procedures concerning Restricted Materials, including Addendum 1 – Non-Disclosure Principles Pertaining to Restricted Materials Generated in the ACFS will be made by consensus of the Governing Board. Other revisions to the Operating Policies and Procedures shall be made by the ACFS Governing Board using the decision process for administrative decisions outlined in Section VII.E.a.ii of the ACFS Charter and Bylaws.

**3) Operating Procedures and Ground Rules**

**a. Individual Participants**

- i. **Representation of Interests:** ACFS members and their alternates will be responsible for representing the interests and concerns of the organizations, institutions, and constituencies they represent.
- ii. **Responsibilities to ACF Stakeholders Inc:** By accepting and continuing its status as an ACFS member, each such member shall be deemed to be committed to the consensus-building process of ACFS, including the responsibilities described in Addendum 1 – Non-Disclosure Principles pertaining to Restricted Materials Generated in the ACFS.

iii. **Caucus Membership Guidelines:** Governing Board (GB) Positions - Caucus Coordinator and all GB members of each basin shall evaluate balance of geography and interest representation, and then seek to improve balance if necessary by putting forth a candidate that fits the needs using the procedure outlined below:

1. Dialogue with members whose terms are about to expire is of utmost importance so positions can remain filled. Dialogue should start at least 90 days before the Annual Meeting.
2. When Governing Board positions become open, notice will be sent to all sub-basin members in the soon-to-be-empty interest group categories 30 days before the Annual Meeting.
3. Each sub-basin shall strive to have as few as possible at-large positions and in no means more than three per bylaws.
4. If an interest-group category is currently not represented on the Governing Board in a sub-basin, that interest-group category should determine its representative to fill vacant GB position. This may be subject to approval by current sub-basin GB Members (see #7 below).
5. If the “other” category of interest is vacant, this slot may be appointed by the General Membership caucus participants after as many interest-group positions are filled as feasible with appropriate candidates. Filling the “other” position may occur by majority voting of the General Members participating in the caucus.
6. If any GB positions are still vacant after as many of the named categories are filled as feasible, at-large GB positions may be filled by the other General Members. The at-large positions may be filled by majority vote or by cumulative-vote taking by the other GB Members.
7. The complete slate of GB members from each sub-basin shall be finalized by a call for can-you-live-with-it consensus from among those GB Members so appointed. (Optional)
8. If there is a concern regarding balance in a sub-basin then that concern will be communicated to appropriate committee per the charter.

iv. **Conflict of Interest**

1. All ACFS members have the affirmative responsibility for representing the interests and concerns of the organizations, institutions, and constituencies they represent and the other interests set out in the Charter and in the performance of such duties do not have any conflict of interest. Beyond ACFS advocacy, ACFS members are obligated to avoid and disclose

any individual ethical, legal, financial or other conflicts of interest involving ACFS.

**v. Preparation and Attendance**

1. Members will make every effort to attend meetings, to participate actively, to be prepared to discuss information and issues, and to be available for work between formal meetings. Meeting agendas will not allocate time for recapping past discussions and decisions for the purpose of updating those members who have missed past meetings.
2. Members will notify the facilitation team and Chair if they are unable to attend meetings.

**vi. Sharing and Considering Information and Perspectives**

1. Members agree to respect each other. Members will avoid personal attacks and the use of intimidation.
2. Meeting participants will silence their personal electronic devices, such as cell phones and pagers, and will not talk on cell phones inside the meeting room during meetings to avoid interruption of group discussions and ACFS work.

**vii. Members and Alternates**

1. The Chair will conduct a written roll call at the beginning of each meeting. Only the member or (in the member's absence) his/her alternate may participate in discussions and decision making.
2. An ACFS member may designate an alternate as provided in the ACFS Charter.

**b. Expectations for Chair**

- i. Chair will act as provided for in the ACFS Charter. The Chair will work in collaboration with the Executive Committee members to perform the following, including but not limited to:
  1. Preside over and lead meetings of ACFS, including the opening and closing of all meetings.

2. Collaboratively develop draft meeting agendas based on input from ACFS and review draft meeting minutes and summaries for accuracy and completeness.
3. Be responsible for protecting the deliberative process, and act in a fair and balanced manner with respect to ACFS's operation and the conduct of its meetings.
4. Explore and incorporate the views of all ACFS members in achieving consensus.
5. Have the responsibility and authority to represent and convey the views of ACFS to agencies, elected officials, and the public or to designate other ACFS members to carry out such representation, consistent with Addendum 1 – Non-Disclosure Principles Pertaining to Restricted Materials Generated in the ACFS.

**c. Resolving Compliance with Ground Rules and Operating Procedures**

- i. Should a question or concern arise regarding the conduct of members of ACFS or its staff, an individual is encouraged to discuss the issue directly with the person involved. There is no expectation that ACFS members be informed of this discussion unless that is the joint decision of the parties involved in the issue.
- ii. Should a one-on-one conversation be inadequate to resolve the issue, the person raising the concern may request a conference call or in-person meeting with the Chair to discuss the issue and seek a satisfactory resolution. Part of the resolution of the issue at this level will be a decision as to whether ACFS should be informed of the issue and its resolution.
- iii. Should the issue remain without satisfactory resolution, the person raising the concern may bring the issue to ACFS Governing Board for discussion and resolution. The resolution of the issue at this level will be documented in the meeting summary.
- iv. These remedies shall not be exclusive.

**d. Consensus and Decision-Making**

- i. Consensus decision making shall be as provided in the ACFS Charter.
- ii. Agenda items that involve actions or decisions will be clearly identified on meeting agendas and sent out with read-ahead materials.

**e. Decision Making Roles and Responsibilities**

- i. Members of ACFS are expected to honor their commitment to seek consensus.
- ii. It is the affirmative responsibility of each ACFS member to voice dissent if s/he cannot support or live with a recommendation. If a member objects to a recommendation, it is also his/her affirmative responsibility to articulate the reasons behind the objection and to provide an alternate proposal, if possible.
- iii. ACFS members are free to abstain from a determination of consensus for whatever reasons. However, it is the responsibility of each ACFS member to affirmatively state his or her desire to abstain from participating in a determination of consensus if s/he so chooses. Abstentions will not affect the membership requirements for a quorum or consensus.

**f. Classification of Decision Types:**

- i. The following may be used to help categorize types of decisions of the ACFS Governing Board.
  - 1. **Administrative Issues:** Much of the work of the standing committees is considered administrative in nature, including the approval of workplans, budgets, action items, etc. Standing Committees will have the freedom to successfully achieve agreed upon workplan goals between Governing Board Meetings, which may include communications consistent with the provisions in Addendum 1 – Non-Disclosure Principles Pertaining to Restricted Materials Generated in the ACFS with Federal Agencies and States, the public, potential members, etc., without the need for additional agreement by the Governing Board. Examples of administrative issues include:
    - a. Standing Committee Workplans
    - b. Suggested Charter Modifications (to be approved/denied by General Membership)
    - c. Standing Committee Actions, and specific guidelines for those actions, including:
      - i. Communications with Federal Agencies, States and external stakeholders (factual information or positions agreed upon by the ACFS)

- ii. Relationship guidelines for external stakeholders (e.g. what can be communicated, to whom, etc.)
- iii. Public Outreach and Education
- iv. Membership issues
- v. Issues Prioritization
- vi. Budget and financial decisions
- vii. Other actions by the Standing Committees authorized by the Charter
  - 1. Executive Committee Actions
  - 2. Facilitator Selection requires a consensus vote per the Charter

2. **Substantive Issues:** Substantive issues as defined in Section 2(a)(v) above are issues related to the use, operation and management of the ACF system for which the group is considering developing recommendations and/or solutions. Examples of substantive issues include:
  - a. Water flow and allocation recommendations
  - b. ACFS sponsored data
  - c. Basin water resource priorities
  - d. Statements about ACF positions on “Water War”, state based negotiations, litigation, etc.
  - e. Other actions not defined as Administrative
3. **Determination of a substantive issues:** Governing Board members may flag any specific issue as a potential Substantive Issue, in which case it will be brought for the Governing Board for discussion and will require an 80% vote to be considered Substantive.

**g. General ACFS Operations**

- i. Use of Time
  1. ACFS members and staff, and agency staff, will respect each other by being on time. Meetings and committee/work group conference calls will begin and end as scheduled unless otherwise agreed to by consensus of the participants.
  2. When making comments, ACFS members will be considerate of the time needed for others to share their perspectives.
- ii. ACFS Records, including Guidance
  1. ACFS staff will maintain a written record that will accurately summarize decisions and recommendations made by ACFS at

its meetings These written minutes and summaries will be prepared in draft form, and will be clearly identified as draft documents, and all ACFS members will be provided an opportunity to suggest revisions to the draft meeting minutes and summaries before they are approved by ACFS. Draft meeting notes provided to the Committee 15 working days after the meeting.

2. All ACFS guidance shall be documented in writing in meeting minutes and summaries.
3. To ensure compliance with policies concerning the use and distribution of ACFS Information, the written minutes and summaries and any ACFS guidance will not discuss or summarize the substance of any Restricted Materials.
4. Public notice of each meeting of the Committee will be given as provided for in the Charter.

iii. Sub Groupings of ACFS

1. The Governing Board of the Apalachicola-Chattahoochee-Flint Stakeholders intends to use the vast resources of talent which exists within its membership to address the issues and tasks confronting the organization. Pursuant to the ACFS Charter and Bylaws, there are three established operational subdivisions of the Governing Board: The Executive Committee, Standing Committees and Working Groups.
2. Pursuant to the Charter, the following is established:
  - a. Executive Committee: Responsible for the day to date affairs and the operation of the ACFS through oversight of the Executive Manager, staff or directly as needed.
  - b. Standing Committee: Standing Committees are: Issues, Education and Outreach, Finance, Inter-Governmental Affairs and Membership.
  - c. Working Groups: Working Groups are authorized by the Charter and may be established as necessary to accomplish an identified assignment. A written charge outlining the scope to be addressed by the Working Group must be approved by the Governing Board. There are several working groups currently established which include: Do-Better WG, Professional Services and Contracting WG and the Technical Oversight Coordination WG.

### 3. Ad Hoc Groups

- a. These groups may be established for single, special purpose issues that do not require creation of a full Working Group and are intended to be short lived.

### 4. Sub-Group Membership Selection

- a. Executive Committee: The Executive Committee is comprised of eight members who serve a one-year term. Each Sub Basin Caucus will select two members serve on the Executive Committee annually.
- b. Standing Committees: Standing Committees are comprised of General ACFS Members choosing to serve given there is at least one representative from each Sub Basin Caucus and two from each Sub Basin Caucus on the Issues Committee. The Executive Committee shall approve the Chair of each Standing Committee. The ACFS Chair shall appoint an Executive Committee Liaison to each Standing Committee. Pursuant to the Charter, the Chair of the Finance Committee is the Treasurer of ACFS selected by internal caucus of the Executive Committee.
- c. Work Groups: Working Groups may be comprised of both members and non-members of ACFS, provided that the non-members have first agreed to and executed the Non-Member Non-Disclosure and Non-Use Agreement (Exhibit A). Membership must be approved by the Governing Board along with the purpose, timeline and expected product when the Working Group is authorized. The Charter does not require a given number of members from each Sub Basin Caucus but care should be taken to ensure representation from each Sub Basin is included. The Working Group shall select its Chair pending approval of the Executive Committee. The ACFS Chair shall appoint an Executive Committee Liaison to each Work Group.
- d. Ad Hoc Groups: At his/her discretion, the ACFS Chair may establish and appoint members to an Ad Hoc Group for special tasks. Proposed tasks and group membership shall be approved by the Executive Committee. The ACFS Chair shall appoint an Executive Committee Liaison to the Ad Hoc Group. An Ad Hoc Group may be dissolved at the discretion of the ACFS Chair.

### 5. Charter Assignment to Sub-Group Categories

- a. Executive Committee: Section VI. A
- b. Standing Committees: Section VI. E. a-b
- c. Working Groups: Section VI. F-G
- d. Ad Hoc Groups: The establishment of these groups is determined to be consistent with the authority and responsibility of the ACFS Chair and the Executive Committee as defined in Section VI of the Charter

#### 6. Sub-Group Communications

- a. Each Standing Committee, Working Group and Ad Hoc Group will report any and all findings, recommendations, and other consensus decisions to the Governing Board through the Executive Committee. Likewise, the inability to reach a consensus on policy or program issues will also be reported. The line of communication between each Standing Committee, Working Group and Ad Hoc Group will be through either the established Executive Committee Liaison and/or the respective Chair of that particular operation subdivision. The Executive Committee will authorize the dissemination of all sub-unit documents, reports or other materials as it determines appropriate.

#### iv. Annual Self-Evaluation

No later than 90 days after the ending of the fiscal year, ACFS will complete a self-evaluation that includes the following:

1. Review of the efficiency of the ACFS Charter and Operating Guidelines along with recommended changes, if necessary.
2. Review the adequacy of membership as provided in the Charter and recommended changes, if necessary.
3. Review of annual work plan, level of success in completing work plan tasks, and recommended changes to the work plan tasks, format, or process, if necessary.

#### v. Annual Report to the Secretary

1. No later than 90 days after the ending of the ACFS fiscal year, ACFS Executive Committee will submit an annual report to the Governing Board detailing ACFS's accomplishments and failures of the previous fiscal year, as well as recommended Charter changes and membership appointments.

## **h. Expectations for Interactions Outside the Governing Board**

### **i. Public Input During Meetings**

1. All meetings shall be open to the public, unless Restricted Materials are being discussed. ACFS staff will be responsible for collecting and documenting public input for ACFS consideration. ACFS will determine how best to incorporate public comment into its work.
2. The public will be given the opportunity for at least one formal comment period during the course of each meeting day.
3. Public comment periods are designated for the public. Seated members of ACFS will not make statements during public comment periods.
4. Members of the audience and other observers will be asked to refrain from making statements except during public comment periods.

### **i. Internal Communications**

- i. Meeting agendas and materials will be distributed not less than five days prior to each meeting by ACFS staff. This will include an updated ACFS contact list.
- ii. When requested, individual communications from ACFS members to the entire group will be distributed by ACFS staff.

### **j. External Communications and Activities**

As noted above, the Chair shall have the responsibility and authority to represent and convey the views of ACFS to agencies, elected officials, and the public or to designate the Executive Manager or other ACFS members to carry out such representation, consistent with Addendum 1 – Non-Disclosure Principles Pertaining to Restricted Materials Generated in the ACFS. ACFS members may reference positions taken in documents released by consensus of the Governing Board in support of that member’s views, but may not claim to be representing the views of ACFS unless authorized by the Chair to do so.

### **k. Distribution of ACFS Materials**

- i. To ensure the timely and accurate dissemination of information regarding ACFS, the guidelines for distribution of materials in this section should be observed by all ACFS members and consultants under contract to ACFS. The guidelines are applicable both to materials considered for distribution

to the general public through the media as organizational outreach and also to those non-member entities in potential partnership with ACFS in fulfillment of ACFS Missions and Goals.

ii. Release to the General Public

1. In order to support the organization's Mission and Goals, ACFS may release documents to the general public in the form of press releases, technical reports, white papers or other materials as it sees fit. The following conditions apply to the release of materials to the general public:

- a. All materials created on behalf of ACFS by a member, employee or contractor shall be deemed the property of ACFS;
- b. No Restricted Materials will be disclosed by ACFS, any ACFS member or any employee or contractor to anyone other than an ACFS member, employee or contractor.
- c. Restricted Materials shall be clearly marked with the disclaimer language in Addendum 1 – Non-Disclosure Principles Pertaining to Restricted Materials Generated in the ACFS.
- d. A request for publication or distribution of specific materials shall be made to the EC from the appropriate Committee/Work Group through the appointed EC Liaison;
- e. Distribution of materials to the general public shall require consensus approval of the EC;
- f. Materials distributed to the general public shall be dated and marked with the following: "Approved for general release by the Governing Board of ACF Stakeholders, Inc."
- g. The Chair or Executive Manager shall serve as the point of contact for the public release of all ACFS materials unless an alternate is appointed by the Governing Board.

iii. Designation and Release of Restricted Materials

From time-to-time members may feel review by a non-member of draft ACFS contractor reports, technical information or other works-in-progress may be helpful in fulfilling the Mission and Goals and consensus-approved objectives of ACFS. Such data exchanges may help fill existing data gaps, build governmental support for ACFS initiatives, potentially reduce associated contracted costs and may also enable a member to better understand some technical work product they might otherwise not fully comprehend. The following guidelines apply to the release of Restricted ACFS materials to non-members for review:

- a. All materials in draft form created on behalf of ACFS by a member, employee or contractor shall be deemed the property of ACFS;
  - b. Restricted Materials may only be released to a non-member if that individual signs the Non-Member Non-Disclosure and Non-Use Agreement (Exhibit A).
  - c. All draft materials released shall be dated and clearly marked with the following: “Working copy – Not for general release. Content may not reflect the opinion of ACFS membership.” Restricted Materials will be clearly marked with additional disclaimer language identified in Addendum 1.
  - d. Non-members receiving non-restricted draft materials also shall be encouraged to keep them in confidence unless otherwise directed by ACFS;
  - e. Restricted Materials may be released by consensus of the Governing Board.
- I.** The above sections governing the proactive release of final or draft materials on the part of ACFS or its members shall not conflict with Section VII. D. (e) of the ACFS Charter and Bylaws: *Any records, reports, transcripts, meeting summaries, appendices, working papers, studies, agenda, or other documents that were made available to or prepared for or by the ACFS that do not include, discuss, or summarize Restricted Materials will be available for public inspection, except as provided by law. Restricted Materials will be made available only to ACFS members in good standing and non-members who have executed the Non-Member Non-Disclosure and Non-Use Agreement.* (Exhibit A)

## ADDENDUM 1 - Non-Disclosure Principles Pertaining to Restricted Materials Generated in the ACFS Process

1. Definition of Restricted Materials: Statements and work product of ACFS members, administrators, facilitators, committees, consultants, contractors, officers, and agents made or produced in their capacity as such in the course of the ACFS consensus-building process that pertain to the water resources of the ACF Basin and/or the use, operation, or management of such resources shall be considered Restricted Materials unless and until such time as they are approved for unconditional release by the consensus vote of the ACFS Governing Board, at which time they will no longer be considered Restricted Materials. Administrative materials such as meeting agendas, meeting summaries, and ACFS guidance documents will not ordinarily be Restricted Materials, so long as they do not contain or summarize Restricted Materials.
2. With the exception of a consensus-based Sustainable Water Management Plan that is approved for release by the ACFS Governing Board and any supporting final studies, data, analyses and reports approved for release by the ACFS Governing Board, all Restricted Materials as defined above shall be considered to be preliminary statements and work product made in furtherance of the ACFS goal of reaching an agreement with respect to such plan in the nature of a compromise and settlement of disputed claims, positions, and contentions. Moreover, such Restricted Materials are made in recognition or anticipation of litigation concerning water availability, use, and management in the ACF Basin, made in confidence within the ACFS process, to be proprietary to ACFS, and/or, subject to applicable law, to be in the nature of trade secret information. Accordingly, unless expressly declared otherwise by its maker or the ACFS Governing Board, all such Restricted Materials shall, subject to applicable laws, be inadmissible, unusable, non-disclosable, non-discoverable, and non-publishable outside of the ACFS consensus-building process in any legal, administrative, or legislative proceedings, the media, or other context. Nothing in this Addendum, however, shall be interpreted to limit the rights of any person or organization to express in any forum their own views or to use or disclose information, analysis, or opinion that otherwise is available outside the ACFS process.
3. Unless otherwise directed by the Governing Board, the following disclaimer shall be placed on or otherwise be deemed to apply to all documents containing Restricted Materials: "This document was prepared for or by the ACF Stakeholders, Inc. ("ACFS") for the purpose of advancing the goal of ACFS to develop consensus among its members as to a sustainable water management plan for the ACF Basin. Such consensus-based plan is anticipated to be in the nature of a compromise and settlement of disputed claims, positions, and contentions, and this document has been generated in recognition or anticipation of litigation concerning water availability, use, and management in the ACF Basin. Moreover, this document should necessarily be deemed to be a draft or preliminary document which is confidential, proprietary to ACFS, and, subject to applicable laws, to be in the nature of a trade secret. The contents of this document have not been subject to review and approval by the ACFS Governing Board and shall therefore be deemed to be of limited reliability and subject to change. Use of this

document in the ACFS process shall not be considered to be an approval or endorsement of its contents by the ACFS or any of its members. **Accordingly, this document and any portion thereof shall be deemed to contain statements in furtherance of settlement efforts and to be inadmissible, non-discoverable, non-publishable, unreliable, non-disclosable, and unusable in any judicial, administrative, or legislative proceeding or other context outside of the ACFS consensus-building process.**”

4. By accepting and continuing its status as an ACFS member, each such member shall be deemed to be committed to the consensus-building process of ACFS. Accordingly, **unless otherwise authorized by the ACFS Governing Board, each such member agrees not to cause or countenance the publication, distribution, or other use of any Restricted Material for any purpose outside of the ACFS process. Each ACFS member shall take reasonable measures to prevent and protect against such unauthorized publication, distribution, or use of Restricted Material, including but not limited to obtaining the execution of the attached Non-Disclosure and Non-Use Agreement form by any non-member to whom Restricted Material is provided for purposes of the ACFS process.** Each ACFS member commits to limit internal disclosure of Restricted Material to those persons within such member’s sponsoring organization with a need to know the contents of such material in order to advance the ACFS consensus-building process, to instruct such persons not to make any further disclosure of such material and to ensure that Restricted Materials are not conveyed further in writing. These prohibitions shall not be deemed to prevent any ACFS member from acquiring, developing, or from using or disclosing its own information, analysis, or opinions or information, analysis, or opinions obtained from sources outside of the ACFS process.
5. Unless otherwise directed by the ACFS Governing Board, documents or statements that otherwise would be deemed Restricted Material but which have been authorized by the ACFS Governing Board for general distribution outside of the ACFS internal process shall be dated and marked as follows: “Approved for general release by the Governing Board of the ACF Stakeholders, Inc.” The ACFS Governing Board shall also have authority to make provision for the conditional or limited release of Restricted Material on such terms as it deems appropriate.
6. In recognition of the fact that Restricted Materials will have been developed through the use of the collective funds of ACFS for the purpose of attempting to build consensus as to a Sustainable Water Management Plan, in the event of dissolution of ACFS by reason of an inability to reach such consensus or otherwise, it would be inappropriate for any ACFS member, former ACFS member, other person or organization having executed the Non-Disclosure and Non-Use Agreement form, or any other person or organization to use or disclose Restricted Materials for purposes outside of the dissolved ACFS process, except as authorized by the ACFS Governing Board or the maker of the Restricted Material. Accordingly, except as authorized by the ACFS Governing Board or the maker of any Restricted Material, the terms set forth herein pertaining to such Restricted

Materials shall remain in effect following any dissolution of ACFS or any ACFS membership resignation or termination.

7. In the event a concern arises with respect to the potential breach of these terms concerning Restricted Materials or in the event of uncertainty regarding the application of such terms to any particular situation, an ACFS member with such concern shall reach out to the Chairperson with respect to such concern or uncertainty for guidance. In the event of a claim of breach of these terms concerning Restricted Materials, any such claimant must follow the Conflict Resolution process set forth in the Charter. Compliance with the Charter and Bylaws and Operating Policies and Procedures shall be a reciprocal duty but members must first seek remedy within the ACFS process before taking action in other venues.
8. It is recognized that certain Restricted Materials have been used or disclosed outside of the ACFS process prior to the adoption of this Addendum. No remedies may be pursued against any ACFS member as a result of such use or disclosure.
9. The terms of this Addendum shall control in the event of any conflict or inconsistency with the other terms of the Charter and Bylaws or the Operating Policies and Procedures.

**EXHIBIT A**  
**ACF STAKEHOLDERS, INC.**  
**NON-MEMBER NON-DISCLOSURE AND NON-USE AGREEMENT**

I, \_\_\_\_\_, affirm that:

1 I understand that ACF Stakeholders, Inc. (“ACFS”) is developing a Sustainable Water Management Plan for the Apalachicola-Chattahoochee-Flint (ACF) River Basin, and that ACFS and its Members have agreed to designate certain materials relating to the resources of the ACF Basin as Restricted Materials, which will not be used for any purpose outside of the ACFS unless and until such item has been approved for release by consensus of the ACFS Governing Board. Materials relating to the substantive work of ACFS will be considered Restricted Materials unless and until such time as they are approved for release by the Governing Board, at which time they will no longer be considered Restricted Materials. Restricted materials may include any and all materials discussing resources of the ACF Basin, and shall include, but not be limited to, technical reports (whether draft or final), models, charts, analyses, spreadsheets, and presentations relating to the management and operation of the ACF River Basin. Administrative materials such as meeting agendas, meeting summaries, and ACFS guidance documents will not ordinarily be Restricted Materials, so long they do not contain, discuss, or summarize Restricted Materials.

2 As a condition of being granted access to Restricted Materials generated or provided to me by ACFS or one of its Members, I agree that I will hold such Restricted Materials and all communications about these Restricted Materials in confidence; that I will not distribute any Restricted Materials to any person or entity who is not a Member of ACFS for any reason; and that I will not use any ACFS Restricted Materials for any purpose other than to the perform specific tasks requested of me by the ACFS Member who provided the information or materials to me. Nothing in this Agreement, however, shall be interpreted to limit my rights to express in any forum my own views or to use or disclose information, analysis, or opinion that otherwise is available outside the ACFS process. Further, the prohibitions above shall not be deemed to prevent me from acquiring, developing, or from using or disclosing information, analysis, or opinions developed under separate contract by me or my employer or information, analysis, or opinions obtained from sources outside of the ACFS process.

3 I agree that the obligations set forth above shall be ongoing and shall survive the dissolution of ACFS.

Signed: \_\_\_\_\_

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