

Verde River Basin Partnership



Organizational Bylaws

October 11, 2007

Verde River Basin Partnership

ARTICLE 1

PURPOSE AND ORGANIZATIONAL STRUCTURE

1.1 Purpose. The purpose of the Verde River Basin Partnership (VRBP) (“the Partnership”) is to produce the deliverables as specified in “Verde River Basin Partnership Deliverables” (see Verde River Basin Partnership Charter) and to accomplish all the goals of Title II of Public Law No: 109-110. This will be accomplished through existing and new studies and reports by governmental agencies, universities, or other contractors as appropriate, financed by various monetary and in-kind appropriations in order to develop water management options.

1.2 Organizational Structure. The Verde River Basin Partnership shall conduct its business as a partnership pursuant to and based upon each Partner affirming and agreeing with the Verde River Basin Partnership Charter (Charter) as reflected by the signature of an authorized person of any entity eligible for any class of membership. VRBP’s business and affairs shall be managed and conducted pursuant to these bylaws.

ARTICLE 2

MEMBERSHIP & CONTRIBUTIONS

2.1 Membership. Membership in the VRBP shall consist of federal, state, tribal and local governments and agencies, and economic, environmental and community water interests in the Verde River Basin who are signatories to the Charter.

2.2 Initial Eligible Members. Initial members are defined in Appendix A, Initial Eligible Members. These members were identified based on language within Title II of Public Law No: 109-110

2.3 Initial Seated Charter Members. Initial seated charter members are listed in Appendix B, Initial Seated Charter Members. These are Initial Eligible Members that have signatories to the Charter.

2.4 Contributions. Suggested contributions from Members shall be determined annually by the Coordinating Committee, and are subject to ratification by the Partnership. Contributions to the Partnership shall be strictly voluntary and subject to the discretion of each member.

2.5 Classes of Members. Members shall be divided into two classes: voting and non-voting members.

Non-voting Members	Non-voting organizations that volunteer time and/or expertise to the VRBP
Voting Members	Organizations meeting the criteria laid out in Title II of PL. 109-110 that are represented either directly or through a caucus.

2.5 Rights of Members. Each Voting Member is entitled to one vote (except members of a caucus where the caucus has one vote). Each group that is a Member and each caucus shall designate one individual and an alternate to cast one vote on behalf of the group. A Voting Member’s right to

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vote shall cease upon lapse of membership pursuant to Section 2.6. Voting by proxy is prohibited.

2.6 Removal of Representatives. Representatives of any members whose actions and/or statements consistently demonstrate positions disruptive to the goals and purposes of the Partnership may be removed as a representative by approval of two-thirds of the Voting Members present and voting at a meeting of the Partnership at which a quorum is present. Upon removal of a representative, the member will be notified of the need to appoint a new representative.

ARTICLE 3 **MEMBER MEETINGS**

3.1 Quarterly Public Meeting. The Partnership shall hold Quarterly Public Meetings at a time and place to be fixed by the Coordinating Committee. The Coordinating Committee shall set the agenda for the quarterly meetings and shall conduct such meetings.

3.2 Special Meetings. Special meetings of the Members may be held at the call or the request or the request of a majority of the Coordinating Committee, or at least 25 percent of the Members. Notice of the time and place shall be given in sufficient time for the convenient assembly of the Members. The Coordinating Committee shall set the agenda for any special meeting and shall conduct such meetings.

3.3 Attendance and Voting. The attendance at the Quarterly Public Meetings and any special Meeting is open to all Members and the public. In accordance with Section 2.5, each voting Member (as defined in Article 2) is entitled to one vote. Unless otherwise stated in these Bylaws, matters submitted to the Members are determined by a majority vote of those present and voting at a meeting at which a quorum is present. Changes to bylaws and charter or removal of members requires approval of two-thirds of the Voting Members present and voting at any meeting of the Partnership at which a quorum is present

3.4 Quorum for Member Meeting. Except as otherwise provided in these Bylaws, the presence in person of Members who have at least fifty-one (51%) percent of the total voting power of the Members constitutes a quorum at all meetings of the Members.

3.5 Conduct of Meetings. The Chairperson of the Coordinating Committee shall preside over all meetings of the Members. The Secretary of the Coordinating Committee will keep the minutes of the meeting and record in a minute book all actions adopted at the meeting as well as recording all transactions occurring at the meeting. All meetings will be conducted by Roberts Rules of Order to the extent such Rules do not conflict with these Bylaws. To the extent any conflict is found, these Bylaws shall be controlling.

3.6 Notice of Meetings. Notice and agenda of all Member meetings shall be given to each Member, stating the time and place of the meeting. Notice of a Member meeting shall be given not less than [seven] (7) days, nor more than [forty-five] (45) days, before the date scheduled for the meeting referred to in the notice. Notice may be given by electronic mail with return receipt requested, via phone or personal delivery; provided, however, that Members who cannot receive notices electronically shall receive notice via mail or personal delivery. Notice of any meeting can be waived in writing by any Member.

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ARTICLE 4 **COORDINATING COMMITTEE**

4.1 General Powers. The management, control and operation of the affairs and assets of the VRBP are vested in the Coordinating Committee. The Coordinating Committee is responsible for planning, coordinating, communicating and managing all Partnership activities. Once the Coordinating Committee is chosen, it shall elect by a majority vote of the Committee, the following officers who shall perform the duties designated herein.

4.1.1 Chairperson. The Chairperson will have the necessary authority and responsibility for the administration of the affairs of the Coordinating Committee subject only to such Bylaws as may be adopted and such direction as may be given by the Coordinating Committee. The Chairperson will advise and make recommendations to the Coordinating Committee relating to the operation and long-range planning of the Partnership. The Chairperson may sign with the Secretary or other proper officer of the Partnership authorized by the Coordinating Committee any deeds, bonds, contracts or other instruments which the Coordinating Committee has authorized to be executed, and shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Coordinating Committee.

4.1.2 Vice Chairperson. The Vice Chairperson shall be authorized to perform all duties of the Chairperson in his or her absence, unavailability or incapacity. The Vice Chairperson shall serve as interim Chairperson in the event of resignation or removal of the Chairperson, until a new Coordinating Committee member is selected and a vote to fill the vacancy of the Chairperson is conducted by the the Coordinating Committee.

4.1.3 Secretary. The Secretary will sign documents of the Partnership and Coordinating Committee from time to time as required, perform such duties as may be assigned by the Chairperson and will keep the minutes of the meetings of the Coordinating Committee in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; be custodian of the Coordinating Committee and Partnership records.

4.1.4 Treasurer. The Treasurer will be responsible for the custody of the funds and securities of the Partnership which will come into the Treasurer's hands working with any designated fiduciary agent, and will advise the Coordinating Committee and the Partnership respecting its financial condition and the handling of its monies and investments and perform such additional duties as may be assigned to the Treasurer by the Chairperson.

4.2 Number of and Qualifications for Coordinating Committee Members. The Coordinating Committee will consist of no more than nine [9] nor fewer than five (5) persons and must include the Chairs of the permanent committees of the Partnership. The number of Coordinating Committee Members shall be set from time to time by resolution of the Coordinating Committee Members. Coordinating Committee Members must represent Members of the Partnership who meet the criteria set forth in Section 4.5 of these Bylaws. Other qualifications for Coordinating Committee Members and criteria for the selection process may be established from time to time by the Coordinating Committee.

4.3 Term. At-large members of the Coordinating Committee (i.e., those who are not standing- committee chairs) will serve one-year terms that expire at the Annual Meeting. Chairs of the standing committees are elected by their respective committees. When vacancies among the at-large members of the Coordinating Committee occur by reason of death, resignation, failure of

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qualification, or otherwise, the number shall be reduced by such vacancies until qualified replacements are appointed. Replacements of at-large members shall be selected by the Chair of the Coordinating Committee subject to the approval of the remaining Coordinating Committee Members for unexpired terms.

4.4 Election of Coordinating Committee Members. The at-large members of the Coordinating Committee shall be elected by the Members at the Annual Meeting of Members. The at-large members of the Coordinating Committee shall be selected from the slate of nominees put forward by the Nominating Committee pursuant to Section 4.5 of these Bylaws. Each Member shall vote for the number of at-large members of the Coordinating Committee to be elected. The nominees with the greatest numbers of votes are elected.

4.5 Nomination of Coordinating Committee Members. The Coordinating Committee shall appoint a nominating committee of three Members, at least two of which shall be Coordinating Committee Members. Recommendations for nominees may be submitted by Members, Coordinating Committee Members, or any other interested persons, unless otherwise determined by the Coordinating Committee. The Nominating Committee shall select a slate of candidates based on the following criteria and any other criteria determined by the Coordinating Committee from time to time: A demonstrated commitment to the purpose of the organization as stated in Article 1 plus:

- a) An ability to make a positive and material contribution to the operation of the organization; and,
- b) A commitment to participate actively as a director by attending meetings, serving on committees, promoting the goals of the organization and participating in the activities of the organization.

The slate of nominees shall be included with the notice of the Partnership's Annual Meeting of Members and shall be sent at least seven [7] days in advance of the Annual Meeting.

4.6 Resignation, Removal and Vacancies. A Member's resignation from the Coordinating Committee must be in writing and is effective when received by the Chair. A Coordinating Committee Member may be removed by a majority vote of the other Coordinating Committee Members present at a meeting at which a quorum is present if that Member has three (3) unexcused absences from meetings of the Coordinating Committee in a single year. A Coordinating Committee Member may be removed from the Coordinating Committee for any reason by a vote of [two-thirds (2/3rds)] of the other Coordinating Committee Members present at a meeting at which a quorum is present. If a Coordinating Committee Member is removed from the Coordinating Committee for any reason, the Coordinating Committee may elect a replacement to fill that vacancy until the next Annual Meeting of the Members, at which time the replacement Coordinating Committee Member shall be elected by the Members or replaced by another Coordinating Committee Member elected by the Members.

4.7 Regular and Special Meetings. Regular meetings of the Coordinating Committee shall be held at such times and places as the Chairman may designate. Special meetings of the Coordinating Committee may be called by the Chairman, or by at least two Coordinating Committee Members at such time and place as the Chairman or Coordinating Committee Members calling the meeting may specify and in accordance with the notice requirements of these Bylaws. Notice of any meeting can be waived in writing by any Member.

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4.8 Quorum. A majority of the Coordinating Committee Members, either personally present or attending the meeting via conference call shall constitute a quorum for the transaction of business at any meeting of the Coordinating Committee, provided that if less than majority of the Coordinating Committee Members are present personally or telephonically, those Coordinating Committee Members present may adjourn the meeting from time to time without further notice.

4.9 Manner of Acting. The act of the majority of the Coordinating Committee Members present at a meeting at which a quorum is present shall be the act of the Coordinating Committee except where otherwise provided by law or by these Bylaws.

4.10 Compensation. Coordinating Committee Members will not be paid compensation for their services as Coordinating Committee Members; provided, however, this section shall not be construed to prohibit payment of compensation to an individual who serves as a Coordinating Committee Member for services rendered to the Partnership in another capacity and the Coordinating Committee may, from time to time, approve reimbursement of out-of-pocket expenses incurred by any Member in the direct pursuit of the Partnership's business.

4.11 Meetings by Electronic Means of Communication. Members of the Coordinating Committee or any committee of the Coordinating Committee may conduct any regular or special meeting by use of any electronic means of communication provided, (1) all participating Coordinating Committee Members may simultaneously hear or read each other's communications during the meeting or (2) all communication during the meeting is immediately transmitted to each participating Coordinating Committee Member and each participating Coordinating Committee Member is able to immediately send messages to all other participating Coordinating Committee Members. Before the commencement of any business at a meeting at which any Coordinating Committee Members do not participate in person, all participating Coordinating Committee Members shall be informed that a meeting is taking place at which official business may be transacted. Participation in such manner shall constitute presence in person at such meeting for the purposes of these Bylaws.

4.13 Notice. Meetings must be preceded by at least forty-eight (48) hours written notice to each Coordinating Committee Member if personally delivered or if given by electronic mail, or seventy-two (72) hours notice if given by mail or private carrier. Written notice shall be deemed given at the earlier of the time it is received or at the time it is deposited with postage prepaid in the United States mail or delivered to the private carrier. Notice may be given by electronic mail; provided, however, Coordinating Committee Members who cannot receive notices electronically shall receive notice via mail or personal delivery.

4.14 Conflict of Interest. No contract or other transaction between the Partnership and one or more of its Coordinating Committee Members or any other corporation, firm, association, or entity in which one or more of the Coordinating Committee Members has a material financial interest shall be entered into by the Partnership unless the fact of such relationship or interest is disclosed or known to the Coordinating Committee and the Coordinating Committee authorizes, approves or ratifies the contract or transaction by a majority vote or consent sufficient for the purpose. Any member of the Coordinating Committee who has the conflict of interest shall declare any conflict on the record prior to any discussion of the agenda item and shall abstain from any vote relating to or approving the contract or transaction.

ARTICLE 5

COMMITTEES OF THE COORDINATING COMMITTEE

5.1 Additional Committees. The Coordinating Committee may designate either new standing

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committees or temporary committees to advise it or to carry out designated elements of the Partnership's work under its oversight. There are currently two designated standing committees: the Technical Advisory Group and the Communications Committee.

5.2 Technical Advisory Group (TAG). The TAG's fundamental task is to provide unbiased technical and scientific guidance for those who will be responsible for water-management decisions affecting the Verde River Basin. A substantial part of the TAG's work is to develop scopes of work and funding plans for research by governmental agencies, university research groups, or others that might include paid consultants with appropriate capabilities to help fulfill the requirements of Title II. Scopes of Work and funding requests originating from the TAG will require approval from the Coordinating Committee. The TAG will serve as liaison between such agencies and the Partnership, providing information and review as the work proceeds.

5.2 a. Technical Advisory Group Meetings. The TAG will meet as needed to carry out its business in support of the Partnership. Meetings may be called by the Chair or in his absence by the Vice Chair, or by any two (2) members of the TAG.

5.2.b. Notice. Meetings must be preceded by at least forty-eight (48) hours written notice to each Coordinating Committee Member if personally delivered or if given by electronic mail, or seventy-two (72) hours notice if given by mail or private carrier. Written notice shall be deemed given at the earlier of the time it is received or at the time it is deposited with postage prepaid in the United States mail or delivered to the private carrier. Notice may be given by electronic mail; provided, however, TAG Members who cannot receive notices electronically shall receive notice via mail or personal delivery. Notice may be waived in writing by any TAG member.

5.2 c. Technical Advisory Group Membership. Members of the TAG must have the necessary tools by virtue of training and/or experience to provide critical support in one or more of the following areas of interest: (1) hydrology; (2) habitat; (3) land use, population, and economics; and (4) climate. The TAG itself is best suited to judge the qualifications of nominees for TAG membership. Accordingly, the TAG will perform initial screening of potential new TAG members with the criterion that any potential member has the technical or scientific capability appropriate to the scope of the Partnership's reporting objectives under Title II. Recommendations for qualified nominees based on a vote of the TAG (see 6.1e) will then be referred to the Coordinating Committee for approval.

5.2 d. Technical Advisory Group Quorum. Fifty percent or more of the TAG Members, either personally present or attending the meeting via conference call shall constitute a quorum for the transaction of business at any meeting of the TAG.

5.2 e. Technical Advisory Group Voting. Inasmuch as the TAG is solely a scientific and technical body, it is expected that a general consensus should be achieved on its decisions. Accordingly, a $\frac{2}{3}$ vote of those present either personally or telephonically and voting is required to pass a voting issue.

5.2 f. Technical Advisory Group Officers. The TAG will annually elect a Chair and Vice Chair. Meetings of the TAG will be conducted by the Chair, and the Chair will represent the TAG on the Partnership Coordinating Committee. The Vice Chair substitutes in these functions for the Chair when the Chair is unavailable.

5.2 g. Technical Advisory Group Removal of Members. A Member's resignation from the TAG must be in writing and is effective when received by the Chair. A TAG Member may be removed from the TAG following three (3) successive absences from TAG meetings unexcused by the Chair. A TAG

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Member may be recommended for removal from the TAG for any reason by a vote of the TAG (see 5.2 e). The recommendation will then be referred to the Coordinating Committee for approval. The Coordinating Committee may, without TAG recommendation or action, recommend that a TAG member be removed by a majority vote of the voting members of the partnership.

5.3 Communications Committee. Develops effective methods for communication within the Partnership and between the Partnership and elected officials, the general public and the media. The Committee maintains the Partnership's website and content at www.vrpartnership.com. The Communications Committee elects a Chair and Vice-chair annually. The Chair reports to the Coordinating Committee and the Partnership at Quarterly Meetings. In the absence of the Chair, the Vice Chair will make such reports as necessary to the Coordinating Committee and the Partnership.

5.4 Similar Procedures. Additional new standing committees or temporary committees will adopt procedures similar to those used by the existing standing committees.

ARTICLE 6 **CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

6.1 Contracts. The Coordinating Committee may authorize any officer or officers, agent or agents of the Partnership in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Partnership, and such authority may be general or confined to specific instances.

6.2 Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Partnership will be signed by the Secretary of the Coordinating Committee and one of the following: Chairperson or vice-chairperson of the Coordinating Committee. Partnership may enter into an agreement with any entity willing to act as a fiduciary for the Partnership funds. The Coordinating Committee is authorized to negotiate any agreement or amendments thereto with any fiduciary for the management of any Partnership funds.

6.3 Deposits. All funds of the Partnership will be deposited from time to time to the credit of the Partnership in such banks, trust companies or other depositaries as the Coordinating Committee or the fiduciary agent may elect.

6.4 Gifts. The Coordinating Committee may accept on behalf of the Partnership any contribution, gift, bequest or devise for the general purposes or for any special purposes of the Partnership. Any voting member of the Partnership may call for vote of the majority of members present at any Partnership meeting to ratify or reject a gift accepted by the Coordinating Committee.

6.5 Books and Accounts. The Partnership will keep or cause to be kept correct and complete books and records of account and also keep minutes of the proceedings of the Coordinating Committee and its committees, and the meetings of the Members. In addition, the Partnership will cause to be filed the necessary reports, tax returns or other documents as may be required by law on its own behalf.

6.6 Annual Audit. The Coordinating Committee will appoint annually an Audit Committee consisting of at least two auditors to conduct an audit of the Partnership book of records. Membership in the audit committee shall not include anyone with Partnership signatory authority.

ARTICLE 7
INDEMNIFICATION

The Partnership shall, to the fullest extent practical, indemnify each officer of the Partnership against reasonable expenses and against liability incurred by an officer in a proceeding in which he/she was a party because he/she was an officer of the Partnership. These indemnification rights shall not be deemed to exclude any other rights to which the officer may otherwise be entitled. The Partnership shall, to the fullest extent authorized, indemnify any employee who is not an officer of the Partnership, to the extent the employee has been successful on the merits or otherwise in defense of a proceeding, for all reasonable expenses incurred in the proceeding if the employee was a party because he or she was an employee of the Partnership. The Partnership may, to the fullest extent authorized, indemnify, reimburse, or advance expenses of Coordinating Committee Members, officers, or employees.

ARTICLE 8
FISCAL YEAR

The fiscal year of the Partnership is the calendar year.

ARTICLE 9
DISSOLUTION

Upon completion of the purpose described in Article 1.1 the Partnership will be dissolved in accordance with the law of the State of Arizona and in accordance with these Bylaws or any amendments to the Bylaws. The withdrawal or addition of any Member shall not serve to dissolve the Partnership or be cause for any reconstitution of its structure or bylaws.

ARTICLE 10
OFFICES

The Partnership shall have and continuously maintain in this state, a registered office and registered agent whose office is identical with such registered office, and may have other offices within or without the State of Arizona as the Coordinating Committee may from time to time determine.

ARTICLE 11
AMENDMENTS

These Bylaws may be amended or repealed and new Bylaws may be adopted by a vote of 2/3 of the Voting Members present and voting at an Annual or special meeting, provided that notice of the meeting is given in accordance with these bylaws, stating the proposed amendment, repeal or new Bylaws to be considered.

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Appendix A, Initial Eligible Members, Amended 8/10/09

The following organizations and caucuses are eligible to participate in the Verde River Basin Partnership:

Verde River Basin Partnership	Number of Voting Members
Yavapai County	1
Gila County	1
Coconino County	1
Maricopa County	1
Prescott	1
Prescott Valley	1
Chino Valley	1
Dewey-Humboldt	1
Camp Verde	1
Clarkdale	1
Cottonwood	1
Jerome	1
Sedona	1
Payson	1
Arizona State Land Department	1
Arizona Department of Water Resources (ADWR)	1
Arizona Department of Environmental Quality (ADEQ)	1
Arizona State Parks	1
Arizona Game & Fish Department	1
US Forest Service (USFS)	1
USGS Arizona Water Science Center	1
US Bureau of Reclamation	1
National Park Service	1
US Fish & Wildlife Service	1
USDA Natural Resources Conservation Service	1
Fort McDowell Yavapai Nation	1
Yavapai Apache	1
Yavapai-Prescott	1
Salt River Project	1
Arizona Water Well Association	1
Private Water Companies	1

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<i>Agricultural Caucus</i> Yavapai Cattle Growers Ditch Companies Verde Chapter NRC	1
<i>Economic Development Caucus</i> Real Estate Associations Contractor Associations Chambers of Commerce	1
<i>National Environmental Groups Caucus</i> Sierra Club Open Space Alliance Arizona Wildlife Federation The Nature Conservancy	1
<i>Grassroots Environmental Groups Caucus</i> Prescott Creeks Preservation Association Verde River Citizens Alliance Verde Watershed Association Citizens Water Advocacy Group	1
<i>Unincorporated/Community Water Interests Caucus</i> Big Park Regional Coordinating Council Verde Village Keep Sedona Beautiful Hyde Mountain Vista Group Citizens for Protection of Prescott area Prescott Paddle Club Cornville Community Association Williamson Valley Citizens Organization Paulden Area Community Organization – PACO Citizens for Reasonable Growth	1
Total Eligible Voting Representatives	36

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**Appendix B, Seated Charter Members
Amended August 10, 2009**

Member Organization	Votes (if any)
Gila County	1
Town of Camp Verde	1
Town of Clarkdale	1
City of Cottonwood	1
Town of Jerome	1
City of Sedona	1
Arizona State Parks	1
Arizona Game & Fish Department	1
US Forest Service (USFS)	1
US Bureau of Reclamation	1
National Park Service	1
US Fish & Wildlife Service	1
USDA Natural Resources Conservation Service	1
Fort McDowell Yavapai Nation	1
Yavapai-Prescott Indian Tribe	1
Salt River Project	1
Arizona Water Well Association	1
Private Water Companies (AZ Water Co.)	1
Agricultural Caucus Yavapai Cattle Growers Ditch Companies Verde Chapter - NRCD	1
Economic Development Caucus Real Estate Associations (Prescott Assoc) Chambers of Commerce (Prescott)	1
National Environmental Groups Caucus Sierra Club, Grand Canyon Chapter Arizona Wildlife Federation The Nature Conservancy	1
Grassroots Environmental Groups Caucus Open Space Alliance Prescott Creeks Preservation Association Verde River Citizens Alliance Citizens Water Advocacy Group	1
Unincorporated/Community Water Interests Caucus Big Park Regional Coordinating Council Keep Sedona Beautiful Hyde Mountain Vista Group Williamson Valley Citizens Organization	1

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Paulden Area Community Organization – PACO Citizens for Reasonable Growth	
Non-Voting Partners Northern Arizona University Verde Watershed Association Yavapai Group of the Grand Canyon Chapter of the Sierra Club	0
Total Voting Members	23