

**UPPER COLORADO RIVER WILD & SCENIC STAKEHOLDER GROUP
FINANCE COMMITTEE CHARTER**

I. PURPOSE

This charter sets forth the process and procedures for use by the Finance Committee (FC) for the Upper Colorado River Wild and Scenic Stakeholder Group Management Plan (SG Plan), and for the selection and responsibilities of its members.

II. BACKGROUND

The FC provides assistance and advice on financial matters as directed by the Governance Committee (GC) of the SG.

The GC is responsible for making all policy decisions and providing oversight regarding financial aspects of the SG Plan. The GC in its present form has no legal authority to enter into contracts, collect and retain funds, or incur debt. This charter assumes that the GC will perform these functions through member organizations that have volunteered to be fiscal agents (“volunteer fiscal agent(s)”), as is the current practice. Volunteer fiscal agents will act on behalf of, and as authorized by, the GC. The SG Plan contemplates that in the future the SG may form a legal entity (e.g., corporation, joint venture, partnership, etc.) subsequent to sunset of Section III.C.2.c of the SG Plan (the “Poison Pill” provisions).

If the GC forms a legal entity in the future, this charter will be revised accordingly. Additionally, upon appointment of a trustee of the endowment fund pursuant to Section VIII.A.2 of the SG Plan, this charter will be revised accordingly.

III. COMMITTEE STRUCTURE

A. The FC shall have, as a minimum, the following members:

1. One representative from the State of Colorado; and
2. One representative from each volunteer fiscal agent.

Additional members may also include one representative from the each of the six Interest Groups outlined in Section VI.D.1. of the SG Plan, unless they are already represented in III.A.1. or III.A.2. above.

B. The FC shall annually select a Chair and Vice-Chair. The Chair will lead meetings of the FC and report to the GC. The Vice-Chair will assume these duties when the Chair is absent. Such selections will be noted in the official minutes of the meetings

during which the elections are held.

- C. The FC may use contractor assistance (i.e. facilitator, note taker, etc.) as provided and approved by the GC.
- D. The FC may seek technical assistance from other SG members.
- E. Each representative Interest Group will have one vote on consensus recommendations.

IV. COMMITTEE FUNCTIONS

A. Administrative Functions

The FC will assist the GC in carrying out the following administrative duties:

1. Assisting the GC and GC committees in preparation of the annual budget.
2. Reviewing financial reports, in coordination with fiscal agents, that describe the actual expenditures as compared to the annual budgets and that describe the payments of invoices against contracts approved by the GC and report results to the GC;
3. Directing volunteer fiscal agent(s) to hold funds contributed by the Memorandum of Understanding (MOU) Signatories and any other contributors. The volunteer fiscal agent(s) will make payments to vendors and distribute the charges according to any cost sharing agreements and internal procedures established by the GC.
4. Approving requests for proposals and/or scopes of work for contracts and amendments as directed by the GC.
5. Implementing procedures with the volunteer fiscal agent(s) for collection of annual payments by Interest Groups and for authorization of day-to-day contract expenditures that comply with budgets and contracts authorized by the GC.
6. Reviewing and recommending federal, state, local and private grants to the GC that may be used to fund projects and efforts that enhance and protect the outstandingly remarkable values (ORVs) in Segments 4 through 7 of the Upper Colorado River. This would include, but is not limited to, leveraging funding with the Bureau of Land Management and utilizing the State of Colorado's Wild and Scenic Rivers Fund as indicated

in Sections VIII.C., D. and E. of the SG Plan.

7. Providing recommendations to the GC on efficient operations of the stakeholder group and committees.
8. Discussing major funding decisions and initiatives, short and long-term funding needs, the status and outcome of any budget issues, and making recommendations for GC action in accordance with Section VIII.F. of the SG Plan.
9. Ensuring that funds are used for SG Plan purposes only, pursuant to the decisions of the GC. All financial commitments are subject to the availability of funds.

B. Advisory Functions

The FC will provide assistance and advice on financial matters as directed by the GC. Attachment I includes examples of some of the tasks that the GC may assign to the FC.

V. COMMITTEE PROCEDURES

1. The FC will meet as needed to accomplish its functions outlined in Section IV of this Charter.
2. FC meetings will be open to other interested parties and other SG members, except when discussing confidential matters.
3. Agendas, meeting minutes, reports, and other information will be furnished to FC members prior to scheduled meetings and to other interested parties upon request.
4. A quorum shall be required for the FC to conduct business. A quorum requires representation by the state and each volunteer fiscal agent.
5. Recommendations of the FC regarding the administrative and advisory functions described above, including any recommendations to the GC, will be made only by consensus during a meeting in which there is a quorum. Any issue that cannot be resolved by consensus agreement shall be presented to the GC for a decision.
6. FC meetings may be held in person or via conference calls, videoconferences or other long-distance communication systems.

ATTACHMENT I

The following are examples of some of the tasks that the GC may assign to the FC in its advisory role:

1. Assist in the selection of the volunteer fiscal agent(s);
2. Recommend language for agreements with any volunteer fiscal agent(s), subject to review and approval by the GC in a manner consistent with GC direction;
3. Recommend a procedure for the GC to create an endowment fund and appoint a trustee of the endowment pursuant to Section VIII.A. of the SG Plan. This task would commence after the Poison Pill clause sunsets¹;
4. Recommend a procedure and schedule for annual assessments to be levied to each Interest Group in amounts sufficient in total to meet administrative and operating costs, as well as any debt service requirements as identified by the GC, including reviewing reports prepared by the volunteer fiscal agent(s) documenting the contributions made. Note that funding commitments made to the SG Plan are subject to approval of the MOU Signatories' governing bodies and are subject to appropriations by applicable legislative bodies;
5. Review contracts prepared for implementation of the SG Plan to determine whether the proposed contract conforms to the authorized GC budget and other applicable actions, and recommend GC concurrence or rejection in accordance with Section VIII. F of the SG Plan;
6. Review the proposed contractor selection procedures, provide recommendations, and propose amendments that may be required to comply with state and federal law and procedures in accordance with Section VIII.F. of the SG Plan;
7. Arrange and review any financial audits;
8. Participate in the activities of ad hoc committees to provide guidance regarding funding of particular elements of the SG Plan;
9. Review financial matters related to and in the event of implementation of Paragraph III.C.2.c. of the SG Plan (Poison Pill) and/or SG Plan termination in accordance with Section VI.J.4. and make recommendations for GC action on the distribution of assets upon dissolution of the SG, in accordance with Section VIII.G. of the SG Plan;

¹ The timing for creation of an Endowment Fund is described in the SG Plan, Attachment B, Section 3.A.5, as amended June 7, 2018.

10. Review financial matters related to and in the event of a SG member's withdrawal from the plan in accordance with Section VI.L. of the SG Plan and make recommendations for GC action; and
11. Evaluate and advise the GC on whether the GC should proceed with forming a legal entity (e.g., corporation, joint venture, partnership, etc.) subsequent to expiration of the poison pill provisions in Section III.C.2.c of the SG Plan.