

# Guam Water Resources Technical Experts

## Operating Charter

### I. Among:

- Guam Water Works Authority (GWA)
- Guam Environmental Protection Agency (GEPA)
- Guam Department of Public Works (DPW) (*pending an invitation and acceptance*)
- Water and Environmental Research Institute (WERI)
- Department of the Navy (DON), Naval Facilities Engineering Command Marianas (NAVFACMAR)
- United States Geological Survey (USGS)

### II. Membership:

The parties identified in I. above are members of the Guam Water Resources Technical Experts group (TE). Additionally, other organizations may request or be invited to participation or become members of the TE including but not limited to academic institutions, non-government entities and individuals.

### III. Mission:

The Guam Water Resources Technical Experts will plan for and cooperate on the best technical solutions and advice in support of sustainable and high quality water resources for present and future growth and development on Guam that is beneficial and maximizes the effectiveness of the all Guam utility systems.

### IV. Background:

The Guam Waterworks Authority (GWA) and the Department of the Navy (DON) entered into a memorandum of understanding (MOU) on July 16, 2010 to plan and cooperate to meet the water and wastewater needs expected from the proposed military buildup of Guam. The 2010 MOU established a management advisory team (MAT) comprised of three groups, the Senior Advisory Group (SAG) comprised of agency executive managers, the Working Group (WG) comprised of agency utility managers and the Technical Experts (TE) group comprised of professional and regulatory staff and scientists. The MAT organizational structure is provided in Appendix A.

1 Federal environmental planning for the Guam military buildup (aka Guam Military Relocation) was  
2 completed in August 2015 and a commitment was made by the DON to continue to cooperate as  
3 envisioned under the MOU. Since 2010, the TE continued to cooperate and have invited other  
4 organizations to contribute to their efforts. While the 2010 MOU was the catalyst for improved  
5 planning and cooperation on military development the parties have since agreed that their formal  
6 working relationship should address all development pressures that could come to bear on water  
7 resources that would benefit from cooperation and project implementation.

8 **V. Definition of Water Resources:**  
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10 For the purposes of the MAT the term “water resources” means all of the fresh surface and ground  
11 water and near-shore waters of Guam that have the potential to be useful to the people of Guam and  
12 the ecological systems that support life including the management of storm water and waste water  
13 to effectively protect receiving water quality.

14 **VI. Objectives:**  
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16 A. General

- 17 1. Cooperate with federal and local agencies to manage water resources to  
18 accommodate population growth.
- 19 2. Work to develop and utilize common standards related to security,  
20 reliability, interoperability, construction and performance.

21 B. Drinking Water

- 22 1. Share information for making resource and infrastructure decisions with  
23 the ultimate goal of joint management of the Northern Guam Lens Aquifer  
24 (NGLA) and protection of water resources.
  - 25 2. Provide technical support to develop permanent drinking water supplies  
26 sufficient to meet the requirements of Guam's projected growth and  
27 development.
  - 28 3. Improve the overall quality, reliability and availability of the water  
29 supply.
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- 1 4. Support the technical parameters and framework for subsequent
- 2 agreements for the transfer, exchange and cost recovery of water
- 3 resources between the GWA and Department of Defense (DoD).
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- 5 5. Coordinate efforts to resolve the challenges of providing water treatment.

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9 C. Waste Water

- 10 1. Cooperate with regulatory agencies to resolve the challenges of
- 11 providing improved waste water collection and treatment.
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- 13 2. Cooperate in making facility and infrastructure planning decisions among
- 14 utility providers.
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- 16 3. Support GWA efforts to improve capability of its existing waste water
- 17 treatment plants.
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- 19 4. Support development of a framework for subsequent agreements for the
- 20 treatment of DoD wastewater at GWA facilities.
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25 D. Future Objectives

- 26 1. Support the evaluation of opportunities to integrate military and civilian
- 27 water and wastewater systems.
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- 29 2. Support the establishment of an interagency agreement for laboratory
- 30 services.
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35 E. Northern Guam Lens Aquifer (NGLA) Objectives

- 36 1. Cooperate in all aspects of groundwater resource development on Guam
- 37 to ensure the long term, sustainable management of the NGLA.
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- 39 2. Maintain regular communication to share water resource data in real time
- 40 and raise concerns and issues to the WG.
- 41
- 42 3. Develop and maintain databases and technical tools in cooperation with
- 43 WERI and USGS to monitor and assess the health of the NGLA.
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1 **VII. Roles and Responsibilities:**  
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3 Each TE member agrees to the following roles and responsibilities with leadership by members  
4 with special expertise or capacity:

5 A. Maintain regular communication to share water and resource and wastewater system data  
6 real time and raise concerns and issues to the WG.  
7

8 B. Develop and maintain databases and technical tools needed to monitor and assess the  
9 health of the NGLA and other water resources in cooperation with WERI and USGS and  
10 wastewater system performance and compliance in cooperation with the GWA and DON.  
11

12 C. Identify problems and propose solutions for TE consideration and potential  
13 recommendations to the WG.  
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15 D. Undertake other roles and responsibilities as appropriate for fostering inter-agency  
16 cooperation to further the objectives of this charter and the 2015 MOU.  
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18 E. Endeavor to meet bi-monthly. Meetings may be called more frequently at the discretion of  
19 the TE chair and a tentative agenda provided no later than one week prior to the scheduled  
20 meeting date. The TE may also be called to meet by a majority of its members.  
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22 F. Elect a chair to serve a term of one year to coordinate, set the agenda and conduct meetings.  
23 Chairs shall rotate among the members and no member shall serve consecutive terms as  
24 chair.  
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26 G. Chairs may appoint a recorder for each meeting to provide administrative support such as  
27 the recording of meeting minutes, distribution of data and other information, collection and  
28 organize review input and comments, and other administrative tasks as necessary to  
29 facilitate collaboration and coordination.  
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31 H. Meeting minutes shall be published within 21 days of each meeting.  
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33 I. Each member shall maintain its own archive of meeting minutes and related records.

34 **VIII. Decision Making:**  
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36 All TE decision making both for internal business and for making recommendations to the WG and  
37 SAG shall be by consensus. The TE agrees that consensus decision making will foster inclusiveness,  
38 active participation, collaboration, and agreement seeking.

1 **IX. Recommendations**

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3 TE recommendations can be made regarding measures and solutions based on best available  
4 technology to provide for water resource protection and sustainable use by island utilities.  
5 Measures and solutions include but are not limited to research, data interpretation, utility system  
6 and system component design, construction, testing, maintenance, monitoring and operations.  
7 Such measures and solutions should address avoidance and or reduction of potentially significant  
8 impacts to water resources, to avoid exceeding utility infrastructure capacity, and measures to  
9 ensure sustainability of water quality and quantity.

10 The process for making recommendations is illustrated in Appendix B and is further described  
11 here:

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13 A. Concerns and issues, problems and proposed solutions can be identified either from among  
14 TE members, the WG or SAG, or from external sources as a result of analysis or observations  
15 and opinions.

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17 B. The TE shall validate issues using available resources or in the case of a potential major  
18 concern requiring extra ordinary validation methods, may formulate a plan to study the  
19 issue in-depth requiring extended timeframes. When validated, issues will be fully  
20 described and a solution(s) identified for recommendation.

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22 C. All recommended solutions shall be communicated in writing to the WG and SAG through  
23 the use of concise issue papers and supported by other documents as necessary. In complex  
24 cases the process of making a recommendation may require issue papers for informational  
25 purposes followed by a paper that summarizes and presents several solutions with a  
26 comparison of risks and benefits and identify the preferred solution.

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28 D. Recommendations made at the SAG level or requiring political engagement shall be  
29 supported by the TE in the form of presentations, discussion and responding to requests for  
30 additional information, as necessary.

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32 E. The TE should provide decision oversight of project implementation by monitoring,  
33 evaluating progress and periodic reporting. Oversight activities may be formally required  
34 by the WG and SAG.

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1 **X. Projects**  
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3 The TE shall maintain a list of water resources projects undertaken and planned as Appendix C to  
4 this charter. The list should identify the project name, lead and cooperating agencies, project value  
5 (costs) and status. The project list shall be updated quarterly by the chair with input from the  
6 membership.

7 **XI. General Provisions**  
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9 A. Governing Document. In the event of a conflict between the Charter and any other  
10 document developed by the TE, the terms of the Charter shall prevail.

11  
12 B. Legal Authority. This Charter is not intended to, and does not affect any legal authority of  
13 any of the participating agencies. Agency participation in this process is to provide  
14 recommendations to the WG and SAG. Participation does not imply approval of any or all  
15 actions otherwise subject to regulation. Accordingly, participating agencies reserve all legal  
16 rights and authorities, including those related to inspection, enforcement and permitting  
17 that may arise.

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19 C. Document Control. Documents, data, maps, and other information provided pursuant to  
20 this Charter may be pre-decisional (intra-agency or inter-agency memoranda or letters),  
21 proprietary (including confidential business information), privileged, protected, or  
22 otherwise prohibited from disclosure pursuant to applicable law. Proprietary information  
23 is information from government agencies or businesses that is identified as confidential  
24 through processes established in regulations specific to each entity. A signatory Agency will  
25 clearly identify in writing any of the aforementioned categories of documents at the time of  
26 their disclosure and if any such information is disclosed orally it will be clearly  
27 memorialized in writing within a reasonable time from when it was disclosed, and it will be  
28 protected according to applicable regulations. Signatory Agencies will not disclose, copy,  
29 reproduce or otherwise make available in any form whatsoever to any other person, firm,  
30 corporation, partnership, association or other entity information designated as proprietary  
31 or confidential without explicit consent of the signatory Agency who produced the  
32 document, except as such information may be subject to disclosure under the Freedom of  
33 Information Act (5 U.S.C. 552), or as otherwise authorized by law. If authorized for  
34 disclosure, the disclosing party is encouraged to notify other TE as a courtesy. TE  
35 participants will be asked to sign and comply with non- disclosure forms for access to such  
36 data and discussions.

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38 D. Anti-deficiency. As required by the Anti-deficiency Act, 31 U.S.C. Sections 1341 and 1342,  
39 all commitments made by Federal agencies in this Charter are subject to the availability of  
40 appropriated funds. Nothing in this Charter, in and of itself, obligates Federal agencies to  
41 expend appropriations or to enter into any contract, assistance agreement, interagency

1 agreement, or incur other financial obligations that would be inconsistent with agency  
2 budget priorities.

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- 4 E. Government of Guam Liability. The obligations under this Charter of the Government of  
5 Guam or its political subdivisions are subject to the availability of appropriated funds. No  
6 liability shall accrue to the Government of Guam or its political subdivisions for failure to  
7 perform any obligation under this Charter in the event that funds are not appropriated.  
8
- 9 F. No Rights or Benefits Conveyed. This Charter does not confer or create any right or benefit,  
10 substantive or procedural, enforceable by law or equity, by a party against the United  
11 States, its agencies, its officers, or any person.  
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- 13 G. Independent Authority. The MAT does not have independent governmental authority nor  
14 do they perform governmental functions, consistent with the provisions of 31 U.S.C.  
15 1346(a).  
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- 17 H. Advisory Function. The TE is comprised of full-time or permanent part-time local and  
18 federal government agency employees and therefore does not constitute an advisory  
19 committee for purposes of the Federal Advisory Committee Act (FACA). Upon request of  
20 government representative's non-government entities with special expertise may present  
21 technical information only, but shall not independently provide advice or make  
22 recommendations to the MAT. The TE has sole responsibility for developing advice and  
23 recommendations to the MAT.  
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- 25 I. Internal Agency Conflicts: Nothing herein shall be interpreted to require any member to  
26 take any action, advisory or otherwise, that may conflict with the rules, regulations, or  
27 procedures of that member's agency or organization.  
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- 29 J. Conflict of Interest: Conflicts of interest or the appearance of such may arise from time to  
30 time for a variety of reasons including but not limited to the need for proprietary  
31 confidentiality, to protect the legal integrity of acquisition and contractual processes and  
32 similar circumstances that ensure fair treatment and the public's trust in the business of the  
33 TE and the government functions which it supports. Any member may be excluded from  
34 participation in TE matters to prevent conflicts or the appearance of such at the discretion  
35 of the membership acting with appropriate legal advice.  
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- 37 K. Severability: If any part, section, or clause herein is found to be in contravention of any  
38 statute applicable to the respective parties of this Charter, the invalidity of such part,  
39 section, or clause shall have no effect on the remainder of this Charter.  
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- 41 L. Definition of Consensus: A procedure that relies upon an open-minded search for the best  
42 possible solution that all can endorse (albeit with different levels of enthusiasm). The  
43 appropriateness of consensus as a way of making decisions stems from the deep-seated

1 conviction that persons should come to decisions in a spirit of unity. As such, this method is  
2 more than a procedure; it is an expression of a fundamental attitude. (Wells, D. (2012).  
3 Decision making in the workplace. Cedar Grove, NC: Don Wells Consulting)

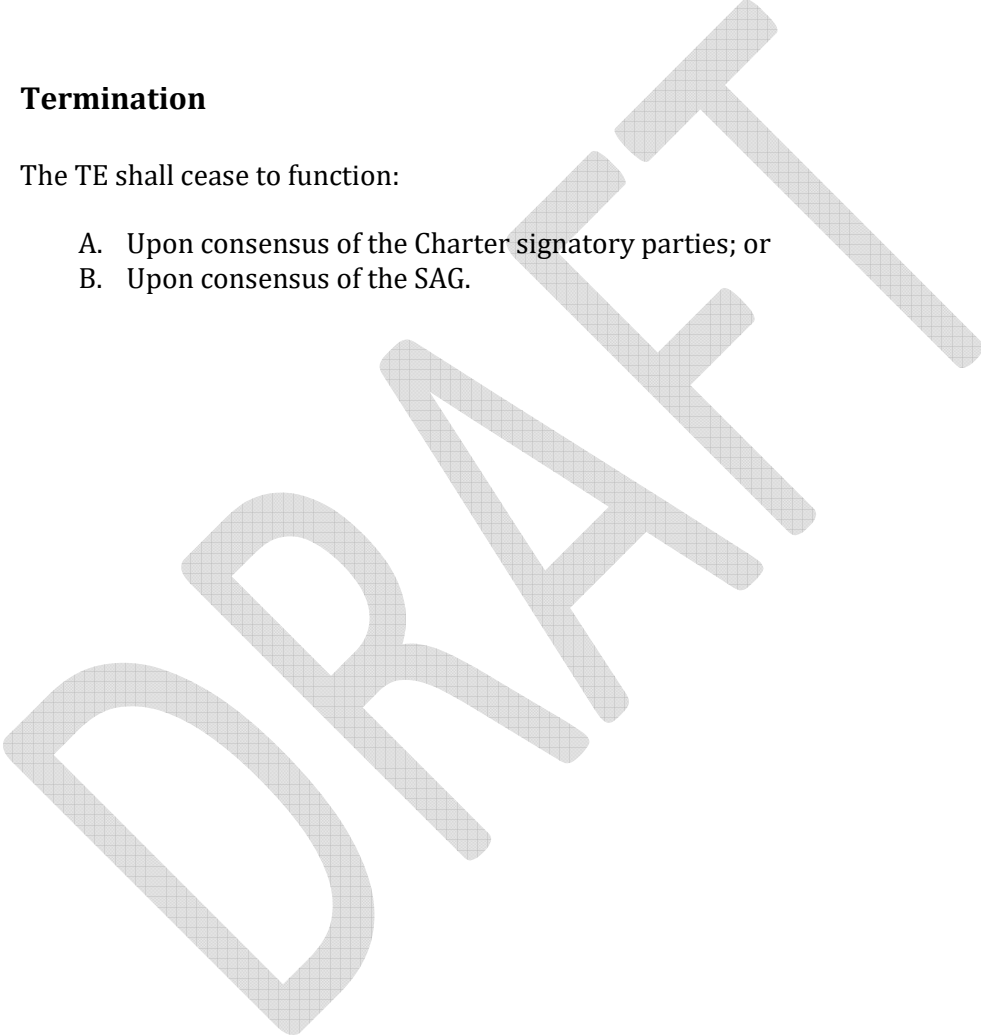
4 **XII. Charter Review**

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6 The Charter will be reviewed annually, or as required, by the WG, and any changes will be  
7 approved by consensus of the Charter signatories.  
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9 **XIII. Termination**

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11 The TE shall cease to function:

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- 13 A. Upon consensus of the Charter signatory parties; or
- 14 B. Upon consensus of the SAG.
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1 **Signed:**

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Guam Waterworks Authority

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10 Miguel C. Bordallo, P.E. Date  
11 General Manager

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16 Naval Facilities Engineering Command Marianas  
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22 Captain Stephanie M. Jones, Civil Engineering Corps U.S. Navy Date  
23 Commanding Officer  
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28 Consolidated Commission on Utilities (Guam)  
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34 Joseph Duenas Date  
35 Chairman  
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40 Guam Environmental Protection Agency  
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Water and Environmental Research Institute of the Western Pacific, University of Guam

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Shahram Khosrowpanah, Ph.D, P.E.  
Director

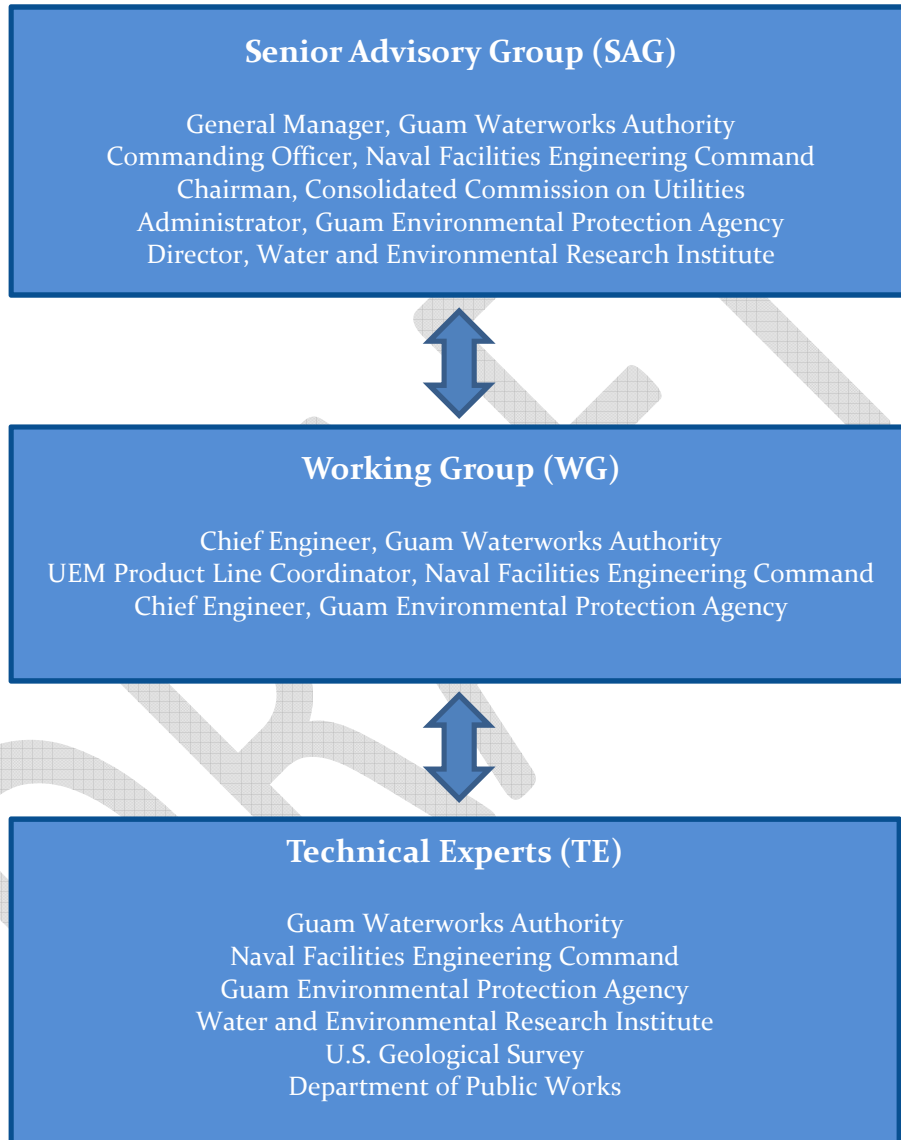
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## APPENDIX A

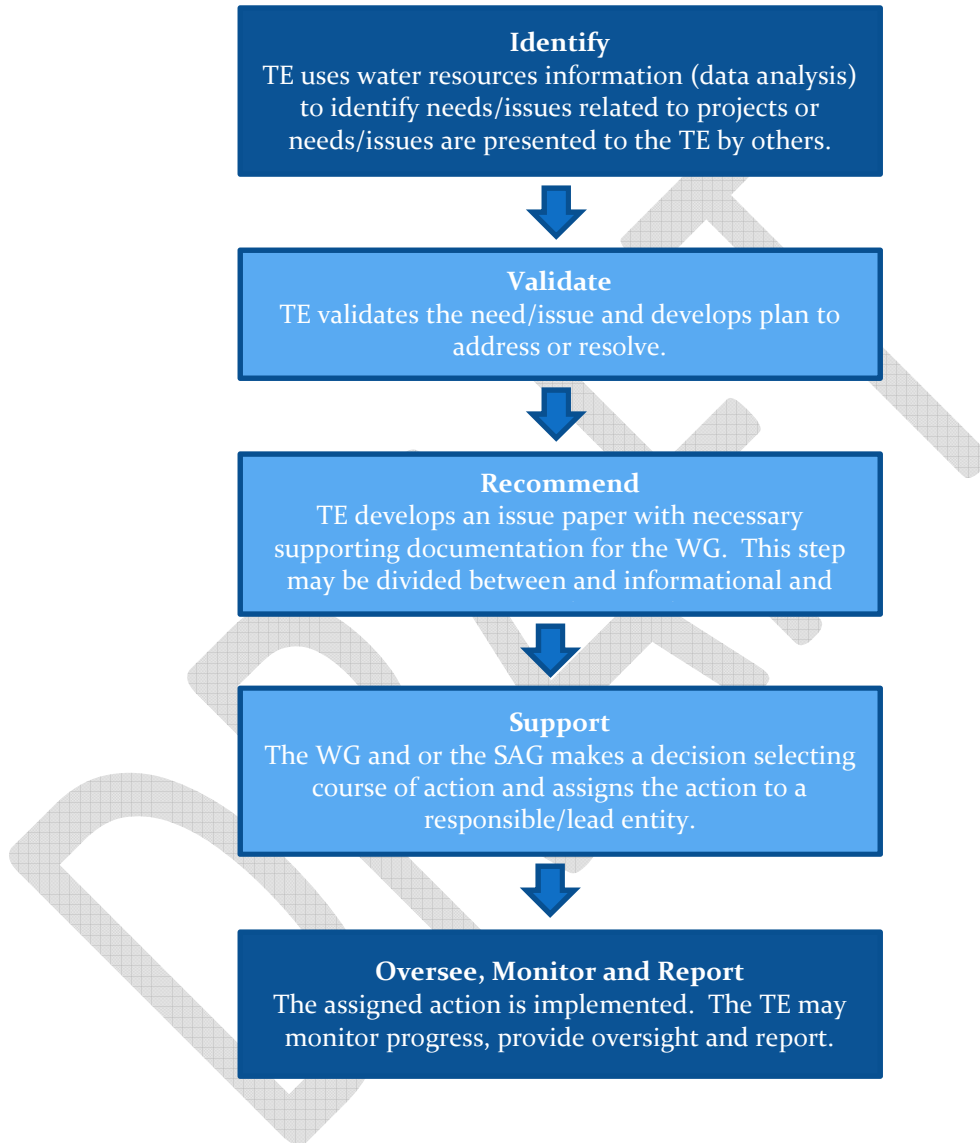
### MANAGEMENT ADVISORY TEAM ORGANIZATIONAL STRUCTURE



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## APPENDIX B

### TECHNICAL EXPERTS RECOMMENDATION PROCESS



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## APPENDIX C

### WATER RESOURCES PROJECT LIST - MARCH 2016

Project	Lead Agency	Value	Status
Groundwater Availability in Guam	U.S. Department of Interior, U.S. Geological Survey in cooperation with U.S. Department of Defense, U.S. Marine Corps		Completed 2013
Economic Adjustment Committee Implementation Plan	U.S. Department of Defense, Office of Economic Adjustment	\$45,000	Completed 2015
Upgrade of the Northern District Wastewater Treatment Plant (NDWWTP)	Guam Waterworks Authority in cooperation with U.S. Department of Defense, U.S. Department of the Navy	\$134.3 to \$139.6 million	
Refurbishment of the interceptor sewer line in northern Guam from Andersen Air Force Base to the NDWWTP	Guam Waterworks Authority in cooperation with U.S. Department of Defense, U.S. Department of the Navy	\$28.8 to \$30.6 million	
Repair and expansion of the Northern Guam Lens Aquifer (NGLA) monitoring system	Guam Waterworks Authority in cooperation with U.S. Department of Defense, U.S. Department of the Navy	\$2.2 to 3.7 million	

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