

**AGENDA**  
**KLAMATH BASIN COORDINATING COUNCIL MEETING**

February 24, 2011, 9 am  
Running Y Conference Center, 5500 Running Y Road, Klamath Falls, Oregon

1. Introductions, review agenda, and approve Communications Protocol.
2. General public comment.
3. Approve summary from December 15, 2010 KBCC meeting (Ed Sheets).
4. Review status of implementing the Hydroelectric Settlement (Tim Hemstreet).
5. Status report on Water Resources Program and Power for Water Management Program (Hollie Cannon)
  - a. Klamath Basin Power Alliance formation
  - b. Communications plan.
  - c. Eligibility for power program.
  - d. Federal power program.
  - e. Status of On-Project Plan development.
6. Status report on development of Klamath Fisheries Restoration and Monitoring Plan (Klamath Fish Managers).
7. Review KBRA implementation.
  - a. Status of review of KBRA cost estimates (Sheets).
  - b. Review workplan and schedule for implementing Restoration Agreement (Sheets).
8. Status report on Interim Technical Advisory Team (Sheets).
  - a. First organizational meeting will follow KBCC meeting.
9. Review status of draft Drought Plan (Drought Plan Lead Entity).
10. Discuss communications and outreach plan (Craig Tucker and Glen Spain).
11. Public comment period.
12. Discuss next steps for April 7<sup>th</sup> KBCC meeting in Fortuna, California.

## **DRAFT Klamath Basin Coordination Council Communications Protocols**

February 17, 2011

[Note: Changes from the December draft are highlighted]

### **Communications by Klamath Settlement Parties**

**Objective:** Communications should facilitate implementation of Klamath Basin Settlements.

**Coordination:** The Klamath Settlement Parties intend to coordinate communications regarding implementation of the settlement agreements within the scope of activities of the KBCC and/or KBAC.

**KBCC and KBAC communications:** Draft press releases and other external documents regarding the KBCC and/or KBAC from the Klamath Settlement Parties will be reviewed and approved by the KBCC and PacifiCorp. When communications are needed between meetings, the facilitator will seek electronic approval from these Parties before release to the press. As a matter of courtesy, contacts listed in a press release related to the Klamath should be notified and provide approval of being listed as a contact, prior to release.

When a Party is communicating on behalf of all Parties they should follow the talking points or other communications materials that have been agreed to by Parties to the KBRA and KHSA.

**Communications by individual organizations:** Parties may initiate external communications (press releases, letters to the editor, opinion articles, etc) about their individual position on issues related to the scope of activity of the KBCC and/or KBAC; parties that plan to independently communicate to external organizations should provide prior notice to other Klamath Settlement Parties to the maximum extent possible. Such notice is intended to: 1) improve coordination of communications; 2) avoid surprises; and 3) reduce the risk of actions that other Parties may view as inconsistent with the settlements. The Klamath Parties understand that Parties will not be able to provide such prior notice when responding to press inquires or communications from non-parties.

### **KBCC and KBAC Meetings**

**Public notice of meetings and distribution of meeting materials:** The facilitator will send notices for the time and location of KBCC and KBAC meetings to a public distribution list and press distribution list. The facilitator will also post meeting information on the website. The facilitator will post draft agendas on the website prior to meetings and all materials from each meeting within five working days after the meeting.

**DRAFT—Not Approved by KBCC**

KBRA Parties may participate in KBCC meetings by conference phone. KBCC representatives may vote on KBCC decisions by phone. Each Public Agency Party will follow applicable public notice provisions if they participate by phone. Each Public Agency Party, where applicable, will post at their primary office a notice stating the location where they will call into the meeting so the public can observe their participation and post a copy of the agenda on the door of the room where they will participate.

**KBCC conference calls:** The KBCC may utilize conference calls to address time-sensitive information or issues between regular meetings. Given the limitations on the Klamath conference line, participation on KBCC conference calls will be limited to KBRA Parties.

The facilitator will make best efforts to provide notice for KBCC conference calls, including any requests by KBRA Parties to provide notice under applicable requirements. The KBCC will provide locations at public facilities for the public to listen to the conference call. In addition, individual KBCC Parties will follow any applicable open meeting requirements regarding their participation on conference calls. Each Public Agency Party, where applicable, will post at their primary office a notice stating the location where they will call into the meeting so the public can observe their participation and post a copy of the agenda on the door of the room where they will participate.

**DRAFT**  
**Summary and Follow Up Actions**  
**December 15, 2010 KBCC Meeting in Redding California**

**Next Meeting**

**Thursday, February 3, 2011** from 9 am to 5 pm in Eureka, California. The KBCC will hold this date pending the status of several products for the next meeting.

**KBCC Actions**

The KBCC did not take any actions at the December meeting.

**Follow Up Actions**

1. Comments on the draft outline and approach for developing the KBRA Phase I Fisheries Restoration and Monitoring Plan are due by December 30<sup>th</sup>. Please send comments to Ed Sheets and he will circulate them. The Klamath Fish Managers will review the comments and proceed with plans to develop specific tasks and cost estimates to develop the draft plan.
2. Comments on the draft communications plan and fact sheet are due on January 7, 2011. Please send comments to Ed Sheets and he will circulate them. The Communications Committee will make revisions for final approval at the next meeting.
3. Ed Sheets will revise the communications protocols for KBCC action at the next meeting.
4. The Department of the Interior will continue to work on the FACA charters for the Klamath Basin Advisory Council and Technical Advisory Team and will report on the status at the next meeting.
5. The Drought Plan Lead Entity will continue to work on the draft Drought Plan and provide a status report at the next meeting.
6. Ed Sheets will update the workplan and schedule for the next meeting.
7. Comments on this draft meeting summary should be sent to Ed Sheets by January 14<sup>th</sup>.

**Summary of KBCC Meeting**

- The KBCC approved the summary of the October 7<sup>th</sup> meeting.

- The KBCC reviewed the status of the implementation of the Klamath Hydroelectric Settlement Agreement.
- The KBCC discussed the status of the draft Drought Plan. The Drought Plan Lead Entity is preparing a draft by February 28, 2011.
- The KBCC reviewed the draft workplan and schedule.
- The KBCC discussed the draft communications protocols, communications plan, and fact sheet. The Communications Committee will prepare revisions and seek KBCC approval at the next meeting.

The KBCC heard public comment from Ric Costales of Siskiyou County.

A copy of the meeting attendees will be attached.

# **Klamath Hydroelectric Settlement Agreement Implementation Progress**

**February 21, 2010**

## **General Settlement Implementation**

On March 18, 2010, in accordance with KHSA Sections 4.1.1 and 7.3.9, PacifiCorp filed its Economic Analysis and requested the California and Oregon Public Utility Commissions establish customer surcharges to collect the customer contribution towards dam removal costs and adjust the depreciation schedule for the Klamath hydroelectric facilities in contemplation of their potential removal in 2020. On September 16, 2010, the Oregon Public Utility Commission (OPUC) issued a final order affirming the dam removal surcharges for Oregon customers and a depreciation schedule for the facilities that provides for removal in 2020. The OPUC order is available at <http://apps.puc.state.or.us/orders/2010ords/10-364.pdf>. The Oregon customer surcharge will provide approximately \$184 million in funding for dam removal. The California surcharge proceeding is currently ongoing before the California commission, which is expected to issue a final order on the California surcharge filing in April 2011.

On March 19, 2010, PacifiCorp requested, pursuant to Section 6.5 of the KHSA and on behalf of the Parties except ODEQ, to the California State Water Resources Control Board (SWRCB) and the Oregon Department of Environmental Quality (DEQ) that permitting and environmental review for PacifiCorp's licensing activities be held in abeyance during the Interim Period. This request was subsequently granted by DEQ on March 29, 2010 and the SWRCB passed a resolution granting the abeyance, with conditions, on May 18, 2010. On September 16, 2010, PacifiCorp filed a request to the SWRCB to amend its abeyance resolution to accommodate the fact that federal legislation was not introduced in Congress by June 18, 2010. A number of parties to the KHSA wrote the SWRCB to express support for this request and the abeyance resolution was amended on October 5, 2010 to incorporate a May 17, 2011 milestone for enacting federal legislation.

Pursuant to KHSA Section 7.5.2, PacifiCorp and the Bureau of Reclamation (Reclamation) conducted a conference call on April 8, 2010 to commence negotiations on the potential transfer of the Keno development. PacifiCorp has cooperated with Reclamation in completing a Safety of Dams Inspection of the Keno development, as well as transferring project drawings and information necessary for the Department of the Interior to complete the Keno facility study process described in Section 7.5.1. Reclamation is continuing its studies of Keno facility transfer and PacifiCorp and Reclamation are discussing the framework for a transfer agreement for the Keno facility.

Pursuant to KHSA Section 2.5, PacifiCorp submitted special use applications to the Oregon Department of State Lands on April 16, 2010 for leases authorizing occupancy of submerged and submersible lands occupied by J.C. Boyle and Keno dams. PacifiCorp and the State of Oregon are currently reviewing lease terms for these lands.

## **Interim Measures Implementation**

### **Interim Measure No. 1 – Interim Measures Implementation Committee**

Parties to the KHSA have designated their representatives to the Interim Measures Implementation Committee (IMIC) and the IMIC has been meeting quarterly since the KHSA was signed. The IMIC met three times in 2010 and conducted its first meeting of 2011 on February 10, 2011 in Portland.

### **Interim Conservation Plan Measures (Interim Measures Nos. 2-5)**

PacifiCorp has been implementing Interim Conservation Plan (ICP) measures to benefit listed species (Lost River and shortnose suckers and coho salmon) since the Interim Conservation Plan was developed in November 2008. Pursuant to Section 6.2 of the KHSA, PacifiCorp has engaged in technical discussions with the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) regarding applications for incidental take permits under Section 10 of the Endangered Species Act (ESA) through Habitat Conservation Plans to cover interim operations of the Project prior to potential dam removal. PacifiCorp has also met with and briefed the Klamath, Karuk, Yurok, and Hoopa Tribes on the development and implementation of ICP measures and has requested comments from the Tribes on early drafts of the Habitat Conservation Plans. PacifiCorp filed a Habitat Conservation Plan for Coho Salmon and related Section 10 application materials with NMFS on February 14, 2011, and expects to transmit a final application to the USFWS in the near future.

### **Interim Measure No. 2 – California Klamath Restoration Fund/Coho Enhancement Fund**

On February 15, 2011, PacifiCorp made its third payment of \$510,000 into the Coho Enhancement Fund, which is being administered by the National Fish and Wildlife Foundation. Monies available from the Coho Enhancement Fund will be used to implement habitat enhancement projects that meet the goals and objectives outlined in PacifiCorp's Habitat Conservation Plan for Coho Salmon recently filed with NMFS. Projects implemented under the Coho Enhancement Fund have included project recommended by the California Department of Fish and Game (CDFG) and NMFS. Projects selected and implemented under the Coho Enhancement Fund in 2009 included the following:

#### **2009 Coho Enhancement Fund Projects**

- Seiad Creek Channel Reconstruction - Phase 1
- Seiad Creek Off-Channel Pond Habitat Construction
- Scott River Diversion Improvements: Shackelford, French and Etna Creeks
- Scott River - Denny Ditch Fish Screen Installation

Projects selected for funding under the Coho Enhancement Fund in 2010 included the following:

#### **2010 Coho Enhancement Fund Projects**

- Shasta River Coho Habitat Protection
- Grenada Irrigation District – Huseman Relocation Instream Phase
- Improving Streamflow for Coho Salmon in the Scott River
- Seiad Creek Channel Restoration – Phase II
- Middle Klamath Restoration Implementation Planning
- Middle Klamath Coho Rearing Habitat Enhancement Project

### **Interim Measure No. 3 – Iron Gate Turbine Venting**

Passive venting of the Iron Gate turbine was successfully tested at the Iron Gate powerhouse in the fall of 2008. Based upon this initial testing, a blower system was installed in 2009 to determine if forced air introduction into the Iron Gate turbine draft tube would result in additional dissolved oxygen (DO) improvement in tailrace discharges. This initial system was tested inconclusively prior to its failure shortly after it became operational. PacifiCorp installed a new blower system at the Iron Gate powerhouse in January 2010. This blower system was successfully tested after initial installation. Based upon dissolved oxygen monitoring below the Iron Gate powerhouse indicating DO levels were dropping below 85 percent saturation, the blower system was engaged on June 30, 2010. PacifiCorp conducted additional testing this fall and monitored DO improvement resulting from the operation of this blower system. Additional testing in 2011 will evaluate different modes of operation of the turbine venting system to determine optimum system operation on an ongoing basis.

### **Interim Measure No. 4 – Hatchery and Genetics Management Plan**

After consultation with CDFG and NMFS, PacifiCorp retained a consultant in early 2010 to assist in the development of a Hatchery and Genetics Management Plan (HGMP) for Iron Gate Hatchery. This consultant has worked with CDFG and PacifiCorp to develop an HGMP for review and approval by NMFS. PacifiCorp provided a draft HGMP to NMFS in mid-July and subsequently presented and discussed the draft HGMP to NMFS and basin Tribes and requested comments on the draft HGMP. CDFG and PacifiCorp submitted a final HGMP with a Section 10 application to NMFS on September 16, 2010 for its review and approval. The HGMP was prepared to meet applicable regulatory requirements and to address the recommendations of the Hatchery Scientific Review Group. PacifiCorp is funding, and CDFG is implementing, a number of early actions called for in the HGMP such as genetic analysis for broodstock management and bird netting on coho raceways to reduce predation.

### **Interim Measure No. 5 – Iron Gate Flow Variability**

Specific procedures for implementing flow variability at Iron Gate dam are still under development, although NMFS has developed a recommended Fall Flow Variability Plan for Iron Gate Dam to assist in the implementation of variable flows at Iron Gate. Consistent with Term and Condition 2A of Reclamation's March 2010 Biological Opinion, a technical group including NMFS, Reclamation, PacifiCorp, USFWS, states, and tribes, has been meeting to recommend changes to flows during the November through February time period and the delivery of variable flows at Iron Gate Dam. In response to a recommendation from the technical workgroup, and following agreements and clarifications between PacifiCorp, Reclamation, and NMFS regarding flow variability and coverage under the Endangered Species Act of PacifiCorp's actions necessary to implement flow variability, a planned pulse flow event began on February 9, 2011. The pulse flow event resulted in flows below Iron Gate dam in excess of 5,000 cfs and was planned to use no more than the 18,600 acre-feet of water made available for the flow variability program as a result of lower Klamath River flows during October 2010. During the flow event, monitoring was conducted by several basin entities to assess the potential effectiveness of the flow event in improving habitat conditions in the Klamath River.

### **Interim Measure No. 6 – Fish Disease Relationship and Control Studies**

PacifiCorp provided funding of \$500,000 to the National Fish and Wildlife Foundation, the administrator of this fund, in 2009. In cooperation with NMFS, research projects have been selected to investigate the effects of scour on the polychaete that is the intermediate host for C.

*shasta*. Other work being funded under this measure includes water quality monitoring and polychaete habitat monitoring. Some of the results from the first year of monitoring will be discussed at the annual Fish Disease workshop in Fortuna, CA on March 22, 2011.

## **Non-ICP Interim Measures**

### **Interim Measure No. 7 – J.C. Boyle Gravel Placement and/or Habitat Enhancement**

The IMIC formed a subgroup with local knowledge to assist PacifiCorp with implementation of this measure. With the input of the IMIC subgroup, PacifiCorp retained a consultant to assist with implementation of this measure and a site visit occurred on December 16, 2010. The consultant, PacifiCorp and the IMIC subgroup met to discuss permitting requirements and select gravel augmentation sites. Environmental analysis and permitting preparations are underway and a draft gravel augmentation plan will be released to the IMIC soon for review.

### **Interim Measure No. 8 – J.C. Boyle Bypass Barrier Removal**

PacifiCorp consulted with the IMIC during the May 13, 2010 meeting to begin the scoping and planning for removal of the sidecast rock barrier. PacifiCorp has discussed the means and methods for removal of the barrier with contractors to develop a conceptual plan for implementation following Concurrence with the Secretarial Determination. Because of the similarities in work scope and location between this measure and Interim Measure 7, the IMIC determined that environmental review and permitting for these measures should proceed in tandem. Thus, permitting and environmental review of this measure is being handled in conjunction with Interim Measure 7.

### **Interim Measure No. 9 – J.C. Boyle Powerhouse Gage**

PacifiCorp is continuing to provide the U.S. Geological Survey with funding for the operation of the existing gage below the J.C. Boyle powerhouse (USGS Gage No. 11510700). This gage data is available at [http://waterdata.usgs.gov/usa/nwis/uv?site\\_no=11510700](http://waterdata.usgs.gov/usa/nwis/uv?site_no=11510700).

### **Interim Measure No. 10 – Water Quality Conference**

PacifiCorp, the Oregon Department of Environmental Quality (DEQ), and the North Coast Regional Water Quality Control Board (NCRWQCB) have been collaborating on the purpose and scope of the workshop and a steering committee has been formed to oversee the workshop. The NCRWQCB has been soliciting additional funding for this workshop which may increase its effectiveness. The water quality workshop is planned to occur in 2011.

### **Interim Measure No. 11 – Interim Water Quality Improvements**

PacifiCorp, in consultation with the IMIC, has developed study plans for pre-Secretarial Determination studies and pilot projects as outlined in this interim measure. Work to be conducted under this interim measure prior to the Secretarial Determination will include 1) continued development of a water quality accounting and tracking framework, 2) evaluation of treatment provided by wetlands, 3) testing of an intake cover for water quality control at Iron Gate reservoir, 4) pilot testing of environmentally-safe algaecide on Copco reservoir water, 5) evaluation of J.C. Boyle reservoir dissolved oxygen improvement technologies, and 6) evaluation of organic matter removal from Keno reservoir and the Upper Klamath River. These studies and pilot projects are underway and will inform the selection and implementation of water quality improvement projects following an affirmative Secretarial Determination, should that occur.

### **Interim Measure No. 12 – J.C. Boyle Bypass Reach and Spencer Creek Gaging**

PacifiCorp completed installation of the J.C. Boyle bypass reach gage in mid-August and the gage is functional and logging data. PacifiCorp recently conducted field work to develop a rating for this gage during high flows in the Klamath River. For the Spencer Creek gage, PacifiCorp is in discussions with the Oregon Water Resources Department about contributing ongoing funding for the maintenance and telemetry of data from this existing gage and for migrating J.C. Boyle bypass gage data to the OWRD website. Gaging data for the Spencer Creek gage is available at the following website:

[http://apps2.wrd.state.or.us/apps/sw/hydro\\_near\\_real\\_time/display\\_hydro\\_graph.aspx?station\\_nr=11510000](http://apps2.wrd.state.or.us/apps/sw/hydro_near_real_time/display_hydro_graph.aspx?station_nr=11510000)

### **Interim Measure 13 – Flow Releases and Ramp Rates**

PacifiCorp is maintaining flow releases and ramp rates consistent with the existing FERC license and the requirements of applicable biological opinions as contemplated by this interim measure.

### **Interim Measure 14 – 3,000 cfs Power Generation**

As contemplated by this interim measure and pursuant to the Water Rights Agreement between PacifiCorp and the State of Oregon contained in Exhibit 1 of the KHSAs, the Oregon Water Resources Department issued a limited license to PacifiCorp on April 20, 2010 authorizing diversions to the J.C. Boyle powerhouse of up to 3,000 cfs. Due to the basin drought conditions, there were insufficient river flows to operate the J.C. Boyle powerhouse at this higher flow rate in 2010. During the August 18, 2010 meeting the IMIC discussed the framework of a protocol to quantify and manage any additional flows in the Klamath River made available through implementation of the KBRA and to coordinate the release of those flows with the operation of the J.C. Boyle facility. The protocol was reviewed and approved by the IMIC at the November 16, 2010 meeting and was subsequently discussed at the December Technical Coordinating Committee and Klamath Basin Coordinating Committee meetings in Redding, California.

### **Interim Measure No. 15 –Water Quality Monitoring**

PacifiCorp has collaborated with NCRWQB, EPA, BOR, ODEQ, and the Karuk and Yurok tribes to develop a 2011 water quality plan that includes baseline and public health monitoring from Link River dam to the estuary. The baseline monitoring plan occurs on a monthly time step and public health monitoring is performed weekly during the algal bloom period. Monitoring entities include BOR, PacifiCorp, and the Karuk and Yurok tribes. Public health data is distributed every two weeks to inform regulatory entities on the need to post public health advisories. The 2011 monitoring plan includes a special study to compare periphyton species and algal biomass spatial and temporal trends in the Klamath River from June to October using a standard sampling method. PacifiCorp and the NCRWQCB have cooperated in posting the reservoirs in response to monitoring results to provide notice of public health risks when algal cell counts are above established guidelines. PacifiCorp is working with NCRWQCB and the larger Klamath Basin Monitoring Program (KBMP) to post the plans, data, and summary reports from this measure on the KBMP website.

### **Interim Measure No. 16 –Water Diversions**

Implementation of this measure is not contemplated to occur until just prior to the reintroduction of anadromous fish above Copco reservoir as a result of potential dam removal.

**Interim Measure No. 17 – Fall Creek Flow Releases**

PacifiCorp adjusted instream flow releases in the Fall Creek bypass reach from 0.5 cubic feet per second (cfs) to 5 cfs on May 18, 2010. This flow release was required to be made within 90 days of the Effective Date, which was May 19, 2010. The additional instream flow release is being provided through an existing bypass culvert at the Fall Creek diversion dam. PacifiCorp's operations staff are continuing to monitor this flow release during the course of their routine visits to the Fall Creek diversion dam to ensure that the instream flow is maintained.

**Interim Measure No. 18 – Hatchery Funding**

PacifiCorp is now responsible under this interim measure for funding 100 percent of the operations and maintenance costs of Iron Gate Hatchery and is now funding these additional costs. PacifiCorp has also purchased a fish marking system for the Iron Gate Hatchery to continue 25 percent constant fractional marking of chinook salmon produced at the hatchery, which was begun in 2009. The hatchery marking trailer was delivered to the hatchery in December 2010 and will be used for the spring 2011 marking season. The increased marking percentage at Iron Gate hatchery is expected to provide better data on the contribution of the hatchery to basin salmon escapement, which should improve fisheries management.

**Interim Measure No. 19 – Hatchery Production Continuity**

PacifiCorp has begun the study to evaluate hatchery production options that do not rely on the current Iron Gate Hatchery water supply. PacifiCorp engineering and environmental staff are researching available water supply options in the area and historic records on hatchery water supply options considered at the time Iron Gate Hatchery was constructed. PacifiCorp has developed some preliminary alternatives for continued hatchery operations that should be evaluated with further engineering and economic study and is evaluating past work conducted during the relicensing process that evaluated hatchery operations. PacifiCorp anticipates hiring an engineering consultant to assist with further study and intends to have this consultant engaged in the near future when the outlines of the engineering study requirements are completed.

**Interim Measure No. 20 – Hatchery Funding After Removal of Iron Gate Dam**

No implementation actions have occurred for this interim measure given that this requirement begins only following potential removal of Iron Gate dam.

**Interim Measure No. 21 – BLM Land Management Provisions**

The Bureau of Land Management provided PacifiCorp with a proposed 2010 work plan on June 9, 2010 for work activities proposed to be performed under this interim measure. PacifiCorp has reviewed the work plan and had subsequent correspondence with BLM to clarify activities that will be performed and is preparing to transfer funds to support the proposed work activities.

BYLAWS  
OF  
KLAMATH BASIN POWER ALLIANCE

**1. Purposes.**

The Klamath Basin Power Alliance ("KBPA") is an Oregon nonprofit corporation formed pursuant to the Oregon Nonprofit Corporation Act (the "Act") and Section 17.4 of the Klamath Basin Restoration Agreement For The Sustainability of Public and Trust Resources and Affected Communities (as the same may be amended from time to time, the "KBRA") for the purposes of administering the benefits of the Power for Water Management Program and its component elements (each as more fully described in the KBRA) in accordance with the terms and conditions thereof, and for purposes of engaging in any lawful activities incident thereto.

**2. Directors.**

2.1 Powers. All powers of KBPA shall be exercised by or under the authority of, and the affairs of KBPA managed under the direction of, the Board of Directors.

2.2 Qualifications. All Directors must be individuals who are 18 years of age or older and shall be appointed as provided below.

2.3 Number. The Board of Directors shall consist of six persons.

2.4 Appointment. The Directors of KBPA shall be appointed by UKWUA or KWAPA (each an "Appointing Organization") as provided in this Section 2.4:

(a) UKWUA Directors. Two Directors who are each members of Board of Directors of the Upper Klamath Water Users Association, an Oregon nonprofit corporation ("UKWUA") shall be appointed by and serve at the pleasure of the Board of Directors of UKWUA;

(b) KWAPA Oregon Directors. Two Directors who are each members of the Board of Directors of the Klamath Water and Power Corporation, an intergovernmental entity ("KWAPA"), and who are also each members of the governing bodies of Klamath Project Water Entities in Oregon, as defined in the KBRA, shall be appointed by and serve at the pleasure of the Board of Directors of KWAPA;

(c) KWAPA California Directors

(i) One Director who is a member of the Board of Directors of KWAPA and who is also a member of the governing body of a Klamath Project Water Entity in California shall be appointed by and serve at the pleasure of the Board of Directors of KWAPA; and

(ii) One Director who is a member of the governing body of a Klamath Project Water Entity in California, but need not be a member of the KWAPA Board of Directors, shall be appointed by and serve at the pleasure of the Board of Directors of KWAPA.

2.5 Vacancies. A vacancy in the Board of Directors of KBPA shall exist on the

death, resignation, or removal of any Director. Any vacancy in the Board of Directors shall be filled by the Board of Directors of the Appointing Organization which appointed the Director whose resignation, removal or death created the vacancy.

2.6 Meetings. An annual meeting of the Board of Directors shall be held on a day and at a time and place as determined by the President of the Board. If the time and place of any other directors' meeting are regularly scheduled by the Board of Directors, the meeting is a regular meeting. All other meetings are special meetings. The Board of Directors shall hold their meetings within Klamath County, Oregon, or Siskiyou or Modoc County, California.

2.7 Telephonic Participation. The Board of Directors may permit any or all of the Directors to participate in a regular or special meeting, or to conduct the meeting, by using any means of communication by which all directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

2.8 Action Without Meeting by Unanimous Written Consent. Any action required or permitted to be taken at a Board of Director's meeting may be taken without a meeting if the action is taken by all Board members entitled to vote on the matter. The action shall be evidenced by one or more written consents describing the action taken, signed by each Board member entitled to vote on the action, and delivered to the corporation for inclusion in the minutes or filing with the corporate records reflecting the action taken. Unless the consent specifies an earlier or later effective date, action taken under this section is effective when the last Board member entitled to vote on the matter signs the consent. A consent under this section has the effect of a meeting vote and may be described as such in any document.

2.9 Call and Notice of Meetings. If the Board of Directors establishes a time and place for regular meetings, then no notice of such meetings shall be required. Special meetings of the board must be preceded by at least two days' notice to each director of the date, time and place of the meeting. The President or any two of the Directors then in office may call and give notice of a special meeting of the Board.

2.10 Waiver of Notice. A Director may at any time waive any notice required by these Bylaws. Except as provided in the following sentence, any waiver must be in writing, must be signed by the Director entitled to the notice, must specify the meeting for which the notice is waived, and must be filed with the minutes or the corporate records. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting unless the Director, at the beginning of the meeting or promptly on the Director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

2.11 Quorum and Voting. A quorum of the Board of Directors shall consist of three Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present when the act is taken is the act of the Board of Directors, provided that any action by vote of the Directors must include at least one affirmative vote from the UKWUA Directors, one affirmative vote from the KWAPA Oregon Directors and one affirmative vote from the KWAPA California Directors. A Director is considered present regardless of whether the Director votes or

abstains from voting.

2.12 Presumption of Assent. A Director who is present at a meeting of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless:

(a) At the beginning of the meeting or promptly on the Director's arrival, the Director objects to holding the meeting or transacting the business at the meeting;

(b) The Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or

(c) The Director delivers written notice of dissent or abstention to the presiding officer of the meeting before the meeting is convened. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

2.13 Board Committees. The Board of Directors may create one or more committees of the Board of Directors and appoint members of the Board to serve on them or designate the method of selecting committee members. Each committee shall consist of two or more Directors who shall serve at the pleasure of the Board of Directors. Committees of the Board of Directors may, to the extent specified by the Board of Directors, exercise the authority of the Board of Directors, but no committee of the Board of Directors may:

(a) Authorize distributions, but this restriction does not apply to payment of value for property received or services performed or payment of benefits in furtherance of the KBPA purposes;

(b) Approve or recommend dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the KBPA's assets;

(c) Elect, appoint, or remove directors or fill vacancies on the board or on any of its committees; or

(d) Adopt, amend, or repeal the Bylaws.

2.14 Other Committees. The Board of Directors may create one or more other committees. Members of these committees need not be members of the Board of Directors, but at least one Director shall serve on each such committee. These committees shall have no power to act on behalf of, or to exercise the authority of, the Board of Directors, but may make recommendations to the Board of Directors.

2.15 Compensation. Directors and members of committees may be reimbursed for any expenses that are determined by the Board of Directors to be just and reasonable. Directors shall also receive the amount allowed by law to Directors of public entities but shall not otherwise be compensated for service in their capacity as Directors.

2.16 Director Conflict of Interest.

2.16.1 A conflict-of-interest transaction is a transaction with KBPA in which a Director of KBPA has a direct or indirect conflict of interest.

2.16.2 For purposes of section 2.16, a Director of KBPA has an indirect interest in a transaction if (a) another entity in which the Director has a material interest or in which the Director is a general partner is a party to the transaction or (b) another entity of which the Director is a director, officer, or trustee is a party to the transaction, and the transaction is or should be considered by the Board of Directors of the KBPA. A Director has neither a direct nor an indirect conflict of interest if the transaction is between KBPA and either UKWUA or KWAPA and the Director's interest arises solely from the Director's service on the Board of Directors of either UKWUA or KWAPA.

2.16.3 A conflict-of-interest transaction is neither voidable nor the basis for imposing liability on the Director if the transaction is fair to the KBPA when it was entered into or is approved as provided in Section 2.16.4.

2.16.4 A transaction in which a Director has a conflict of interest may be approved either (a) in advance by the vote of the Board of Directors or a committee of the Board of Directors if the material facts of the transaction and the Director's interest are disclosed or known to the Board of Directors or committee of the Board of Directors or (b) by obtaining approval of (i) the Oregon Attorney General or (ii) an Oregon circuit court in an action in which the Attorney General is joined as party.

2.16.5 For purposes of clause (a) of section 2.16.4, a conflict-of-interest transaction is authorized, approved, or ratified if it receives the vote of not less than three members of the Board of Directors who have no direct or indirect interest in the transaction. The presence of, or a vote cast by, a director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (a) of section 2.16.4 if the transaction is otherwise approved as provided in section 2.16.4.

### **3. Officers.**

3.1 Designation; Appointment. The officers of the KBPA shall be the President, the Vice President, the Secretary, the Treasurer, and any other officer that the Board of Directors may from time to time appoint. The officers shall be appointed by, and hold office at the pleasure of, the Board of Directors. The same person may simultaneously hold more than one office.

3.2 Compensation and Term of Office.

3.2.1 The term of office of each officer of the KBPA shall be fixed by the Board of Directors.

3.2.2 Any officer may be removed, with or without cause, at any time by action of the Board of Directors.

3.2.3 An officer may resign at any time by delivering notice to the Board of Directors, the President, or the Secretary. A resignation is effective when the notice is effective when received unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Board of Directors.

3.3 President. The President shall be the President of KBPA (as such term is used in the Act) and shall preside at meetings of the Board of Directors, shall assure that the Board of Directors is advised on all significant matters of KBPA business, shall act as a principal spokesperson and representative of KBPA, shall be the Chief Executive Officer of KBPA and have the general powers and duties of management usually vested in an executive officer or manager, and shall have other powers and duties that may be prescribed by the Board of Directors or the Bylaws.

3.4 Vice President. The Vice President shall preside at meetings of the Board of Directors at which the President is absent and, in the absence of the President, shall have the other powers and perform the other duties of the President. The Vice President also shall have other powers and perform other duties that may be prescribed by the Board of Directors.

3.5 Secretary. The Secretary shall have responsibility for preparing minutes of meetings of the Board of Directors and for authenticating records of KBPA. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board of Directors may order, a book of minutes of all meetings of Directors. The Secretary also shall have other powers and perform other duties that may be prescribed by the Board of Directors or these Bylaws.

3.6 Treasurer and Auditor. The Treasurer and auditor ("Treasurer") shall be the Chief Financial Officer of KBPA and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of KBPA. The Treasurer shall:

a. Receive and receipt for all money of the corporation and place it in the account of the corporation so designated, to the credit of the corporation.

b. Be responsible, upon his or her official bond, for the safekeeping and disbursement of all corporation money so held by him or her.

c. Pay, when due, out of money of the corporation held by him or her, all sums payable on outstanding bonds and coupons of the corporation.

d. Pay any other sums due from the corporation from corporation money, or any portion thereof, only upon approval of the Board of Directors.

All withdrawals from the money of KBPA shall first be approved by the Board of Directors. The Treasurer shall be responsible for the strict accounting of all funds received and distributed by or on behalf of KBPA.

3.7 Assistants. The Board of Directors may appoint or authorize the appointment of assistants to the Secretary or Treasurer or both. Any assistants so appointed may exercise the powers of the Secretary or Treasurer, as the case may be, and shall perform those duties that are prescribed by the Board of Directors.

#### **4. Nondiscrimination**

KBPA shall not discriminate in providing services, hiring employees, or otherwise, on the basis of gender, race, creed, marital status, sexual orientation, religion, color, age, or national origin.

#### **5. General Provisions**

5.1 Amendment of Bylaws. The Board of Directors may amend or repeal these Bylaws or adopt new Bylaws by unanimous vote of the Directors in office. Whenever an amendment or a new Bylaw is adopted, it shall be copied in the minute book with the original Bylaws in the appropriate place. If any Bylaw is repealed, the fact of repeal and the date on which the repeal occurred shall be stated in that book and place.

5.2 Inspection of Books and Records. All books, records, and accounts of KBPA shall be open to inspection by the Directors in the manner and to the extent required by law.

5.3 Checks, Drafts, etc. All checks, drafts, and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to KBPA shall be signed or endorsed by the person or persons and in the manner that shall be determined from time to time by resolution of the Board of Directors.

5.4 Deposits. All funds of KBPA not otherwise employed shall be deposited to the credit of KBPA in those banks, trust companies, or other depositories as the Board of Directors or officers of KBPA designated by the Board of Directors may select, or be invested as authorized by the Board of Directors.

5.5 Loans or Guarantees. KBPA shall not borrow money and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. This authority may be general or confined to specific instances.

5.6 Execution of Documents. The Board of Directors may, except as otherwise provided in these Bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of KBPA. This authority may be general or confined to specific instances. Unless authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind KBPA by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

5.7 Insurance. KBPA may purchase and maintain insurance on behalf of an individual against liability asserted against or incurred by the individual who is or was a director, officer, employee, or agent of KBPA, or who, while a director, officer, employee, or agent of KBPA, is or was serving at the request of KBPA as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise; however, KBPA may not purchase or maintain such insurance to indemnify any director, officer, or agent of the KBPA in connection with any proceeding charging improper personal benefit to the director, officer, or agent in which the director, officer, or

agent was adjudged liable on the basis that personal benefit was improperly received by the director, officer, or agent.

5.8 Fiscal Year. The fiscal year of KBPA shall begin on the first day of October and end on the last day of September in each year.

5.9 Severability. A determination that any provision of these Bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these Bylaws. The foregoing Bylaws were duly adopted by the Board of Directors of the Klamath Basin Power Alliance on the 2nd day of November, 2010.

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Rocky Liskey, Secretary

## Draft Communication Plan for the KBRA Power Program

The Klamath Water and Power Agency is administering a grant on behalf of the Klamath Basin Power Alliance for the work to develop the interconnect for use of federally-generated power for irrigation and drainage pumping within the Klamath Basin, consistent with section 17.6 of the KBRA and section 5.3 of the KHSA. To develop the program it will be necessary for KBPA to identify the structure (agreements with power entities) for the delivery of power to individual pumps. In order to establish the agreements and cost estimates, the entities involved in generation, transmission and delivery will need information regarding load size and distribution. The power users will want to know the estimated cost of power before they commit to the program. To accomplish this KBPA will:

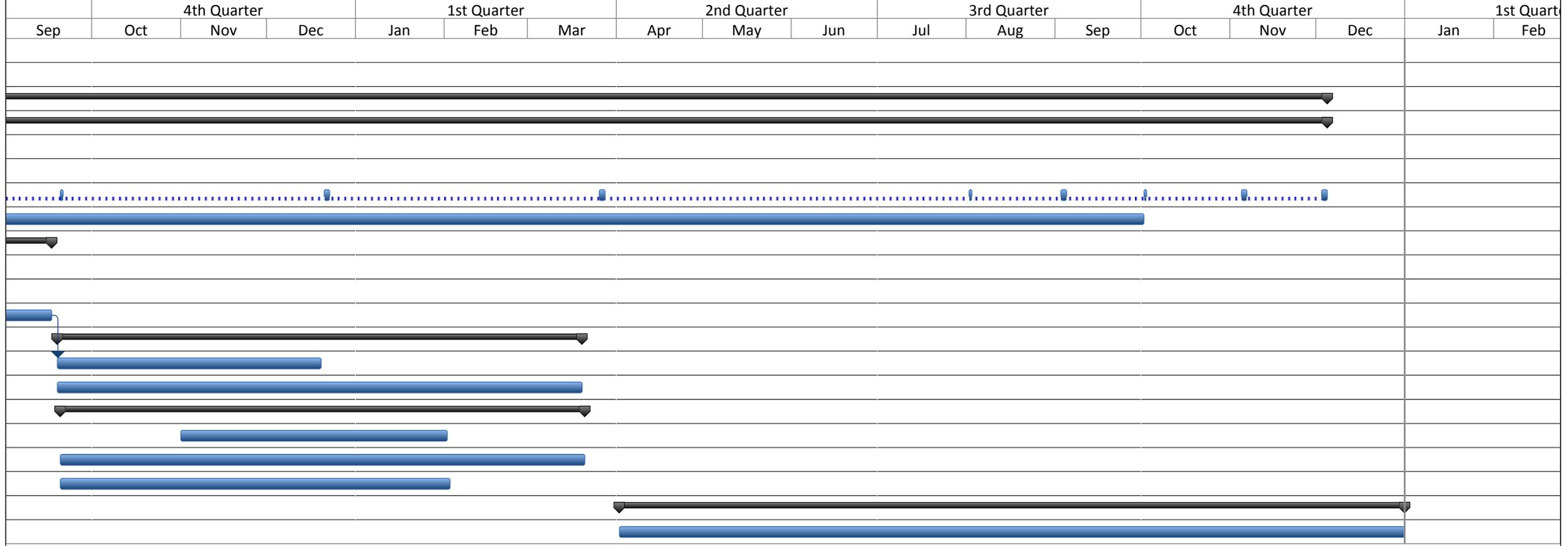
- 1) Select a consultant to develop the process and agreements with various parties for the use of Federal power.
- 2) When the agreement structure and estimated power rates begin to take shape KBPA will initiate a campaign to communicate with eligible power users. The campaign will consist of the following:
  - a) Announcement in the local media (newspaper, radio and television).
  - b) Direct mailings using mailing lists from irrigation districts and other water user organizations.
  - c) Notice through farm organizations such as the Farm Bureau, Hay Growers Association, Wheat League, Cattlemen's Association, NRCS and others. KBPA will inquire as to whether PacifiCorp can include a notice in its billing statements.
  - d) Community information meetings in local communities using community centers, libraries and grange halls to communicate directly with pumpers to present the program and answer questions.
- 3) KBPA will distribute a form for a "letter of interest" for pump owners to submit. The letter of interest will contain contact information of the pump owner, power meter number and load information.
- 4) Using the information from the letter of interest KBPA will develop a data base of interested parties.

KBPA and/or KWAPA will report on progress regularly at scheduled Klamath Basin Coordinating Council meetings.

ID	Task Mode	Task Name	Duration	Start	Finish	Pred	Resource Names	Agenda item 5.e.							
								1st Quarter			2nd Quarter			3rd Quarter	
								Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1															
2															
3		<b>Phase 1</b>	<b>481 days</b>	<b>Tue 2/1/11</b>	<b>Tue 12/4/12</b>										
4		<b>Board Actions</b>	<b>481 days</b>	<b>Tue 2/1/11</b>	<b>Tue 12/4/12</b>										
5		Policies	21 days	Tue 2/1/11	Tue 3/1/11										
6		Appoint WU Advis committee	1 day	Tue 2/1/11	Tue 2/1/11										
7		Committee meet	15 days	Wed 2/2/11	Tue 12/4/12	6									
8		NEPA considerations	435 days	Tue 2/1/11	Mon 10/1/12										
9		<b>RFP and selection</b>	<b>143 days</b>	<b>Wed 3/2/11</b>	<b>Fri 9/16/11</b>										
10		RFP perp of documents	90 days	Wed 3/2/11	Tue 7/5/11	5									
11		Public notice	23 days	Wed 7/6/11	Fri 8/5/11	10									
12		Consultant selection	30 days	Mon 8/8/11	Fri 9/16/11	11									
13		<b>Phase 2</b>	<b>131 days</b>	<b>Mon 9/19/11</b>	<b>Mon 3/19/12</b>										
14		History research (post 2001)	66 days	Mon 9/19/11	Mon 12/19/11	12									
15		Water Conservation	131 days	Mon 9/19/11	Mon 3/19/12										
16		<b>Phase 3</b>	<b>131 days</b>	<b>Tue 9/20/11</b>	<b>Tue 3/20/12</b>										
17		Surface water availability	67 days	Tue 11/1/11	Wed 2/1/12										
18		Groundwater availability	131 days	Tue 9/20/11	Tue 3/20/12										
19		Reduction of demand strategies	98 days	Tue 9/20/11	Thu 2/2/12										
20		<b>Phase 4</b>	<b>196 days</b>	<b>Mon 4/2/12</b>	<b>Mon 12/31/12</b>										
21		Integrated Resource Plan	196 days	Mon 4/2/12	Mon 12/31/12										

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Project: OPP action plan v07 Date: Fri 2/11/11	Task		External Tasks		Manual Task		Finish-only	
	Split		External Milestone		Duration-only		Deadline	
	Milestone		Inactive Task		Manual Summary Rollup		Progress	
	Summary		Inactive Milestone		Manual Summary			
	Project Summary		Inactive Summary		Start-only			



Project: OPP action plan v07  
Date: Fri 2/11/11

Task		External Tasks		Manual Task		Finish-only	
Split		External Milestone		Duration-only		Deadline	
Milestone		Inactive Task		Manual Summary Rollup		Progress	
Summary		Inactive Milestone		Manual Summary			
Project Summary		Inactive Summary		Start-only			

**Notice from Klamath Fish Managers for  
Extension of Time to Develop Fisheries Restoration and Monitoring Plan**

February 14, 2011

**Summary**

Under Sections 10.1 and 12 of the KBRA, the Klamath Fish Managers are to prepare a Fisheries Restoration Plan and a Monitoring Plan; a draft of these plans is scheduled for one year after the effective date (February 18, 2011).

The Fish Managers have made progress on these plans; however, for the reasons described below, they request an extension for the draft until 18 months after funding to develop the draft plan is available to the Fish Managers.

**Reasons for the Delay**

The KBRA was signed on February 18, 2010; approximately half way through Fiscal Year 2010. Given the uncertainty about the timing of completion of the agreement, no funds were included in the Fish Manager budgets for developing the plan in FY 2010. Preparation of the plan will require significant effort beyond the current capabilities of the Fish Managers; the Fish Managers are working to identify staffing and funding resources.

**Steps taken to Timely complete performance**

Fish Managers have been meeting since July 2010 to work on the Fisheries Restoration and Monitoring Plan. The Fish Managers prepared a draft *KBRA Phase I Fisheries Restoration and Monitoring Plan: Proposed Outline and Approach* on November 29, 2010 and made a presentation to the KBCC on December 15, 2010. Comments from KBCC members were due by December 30, 2010.

The *KBRA Phase I Fisheries Restoration and Monitoring Plan: Proposed Outline and Approach* was finalized February 4, 2011 and was the culmination of a series of meetings among Fish Managers. The purpose of the document was to outline the initial steps and general approach toward achieving the KBRA directive to develop a monitoring plan and a restoration plan. The document expressed the group's general consensus to integrate the restoration and monitoring plans into a single "Phase I Fisheries Restoration and Monitoring Plan" using a multiple-scale approach and to base restoration and monitoring actions on basin-scale ecological goals. Integrating the plans in this manner ensures that science is connected with decision making, that we make good use of existing knowledge, and that goals and objectives are defined early so as to serve as the basis for prioritization of methods and actions.

As an interim step, Fish Managers are developing a budget justification document to provide further explanation of the restoration and monitoring budget presented in KBRA Appendix C-2, which details specific restoration actions and associated costs. Although

the budget justification is based on best professional judgment at the time of its development, Fish Managers intend to implement a more goal-driven, comprehensive landscape-based restoration prioritization strategy and associated monitoring approach based on adaptive management and consistent with the collaboratively produced outline. The details within the budget justification are thus subject to evaluation and review as outlined within the process document, *KBRA Phase I Fisheries Restoration and Monitoring Plan: Proposed Outline and Approach*. To illustrate the use of this approach, road decommissioning is a restoration action that is identified within the budget justification document with some associated costs defined. The fisheries restoration and monitoring plan would likely conform to the initial cost estimates but would also include a process to geographically prioritize roads for decommissioning based on environmental variables (e.g., fish passage or slope stability criteria) that affect the severity of road impacts and thus the ecological benefits of decommissioning.

Thus following the paradigm outlined in the *KBRA Phase I Fisheries Restoration and Monitoring Plan: Proposed Outline and Approach*, next steps necessary to achieve progress toward the development of a Phase I Fisheries Restoration and Monitoring Plan would include the following:

1. Develop a scope of work to develop detailed costs for preparing the draft Phase I Fisheries Restoration and Monitoring Plan and continue to work on funding.
2. Develop a synthesis of existing scientific studies, restoration planning efforts, and monitoring activities to inform the process and to reduce duplication of effort. This activity would also serve as the basis for the introduction and background sections of the Phase I Restoration and Monitoring Plan and potentially populate a metadata library for use by program partners.
3. Collectively, define goals and objectives consistent with KBRA associated with restoration and monitoring (instream, riparian and upland) so as to directly benefit existing fish resources and significantly contribute to protecting and preparing habitats for use by anadromous fish.
4. Identify and develop an initial prioritization of restoration actions based on defined goals so as to directly benefit existing fish resources and significantly contribute to protecting and preparing habitats for use by anadromous fish. Develop government cost estimates for tasks based on this prioritization that can be used to refine initial cost estimates provided in KBRA Appendix C-2.
5. Develop adaptive monitoring processes to evaluate restoration effectiveness, fish population status and trends, and environmental water quality/quantity as described in KBRA.

These steps are proposed to allow for objective prioritization of tasks using a process-driven approach that can then be compared and used to modify the tasks listed in the budget justification details, where appropriate. It should be noted that each of the activities listed above will draw from existing information and incorporate existing programs, where practical, to avoid redundancy and improve cost effectiveness.

On February 8, 2011, Fish Managers agreed to move forward with finalizing the outline and approach document and beginning to work towards achieving the next steps. Because dedicated funds have not yet become available, agencies are currently working together to identify funds to address items 1 and 2 above. Completion of these tasks will jumpstart the prioritization process and provides a strong foundation for the development of the full Phase I Fisheries Restoration and Monitoring Plan. It is understood that items 1 and 2 must be completed in a collaborative manner that incorporates the participation of stakeholders and partners.

**Request for Extension**

The Fish Managers requests an extension for completion of the draft Phase I Fisheries Restoration and Monitoring Plan until 18 months after funding is made available to the Fish Managers for initiation of that plan.

If any other Restoration Agreement Party disputes the request for additional time, that other Party should initiate the Dispute Resolution Procedures stated in Section 6.5 of the Restoration Agreement.

Submitted by the Klamath Fish Managers. The Klamath Fish Managers are comprised of: the California Department of Fish and Game, the Karuk Tribe, the Klamath Tribes, the National Marine Fisheries Service, the Oregon Department of Fish and Wildlife, The U.S. Bureau of Land Management, the U.S. Fish and Wildlife Service, the U.S. Forest Service, and the Yurok Tribe.

February 9, 2011

**KBRA Phase I Fisheries Restoration and Monitoring Plan: Proposed Outline and Approach**

Restoration and Monitoring Plan, Phase I – Focus on pre-dam removal period, 2012-2022  
Draft Phase I Plan due February 18, 2011

**Purpose of this document:**

This draft outline presents a proposed strategy for developing the Phase I Restoration Plan that is consistent with Klamath Basin Restoration Agreement (KBRA) guidance and National Resource Council (NRC 2007) recommendations. NRC recommended that Klamath Basin stakeholders work towards “connecting science and decision making” and employ conceptual and simulation models towards that end in an adaptive management approach on a Basin scale.

- The Fisheries Restoration and Monitoring approach includes: A transparent decision-making process including the participation and involvement of key agencies, tribes, and other groups
- Integration of the results of existing studies and lessons learned from relevant restoration and planning efforts
- A multiple-scale restoration and monitoring approach, integrating Basin-scale goals with geographically targeted objectives
- A science-driven, adaptive management framework for developing restoration priorities and monitoring objectives
- An integration of the Phase I Restoration Plan with the Monitoring Plan covering the same time period

**Why combine the Phase I Restoration and Monitoring plans?**

Under Section 10 of the KBRA, the Phase I Restoration Plan is scheduled to be finalized by March 31, 2012. The Phase II Restoration Plan will be developed by 2022 based on the effectiveness monitoring of the Phase I actions. The combined plans will be co-authored by the Klamath Basin Fish Managers.

The Monitoring Plan initially goes into effect at the same time as the Phase I Restoration Plan, but is expected to continue through at least 2055. However, it is required to undergo periodic review at a minimum by 2020 and again by 2030 (Section 12.2.7). Although the Monitoring Plan covers a longer period of time than the Phase I Restoration Plan, the plan components can be reasonably expected to be amended concurrently with the development of the Phase II Restoration Plan. The Monitoring Plan components and justification for their review and modification concurrently with the Restoration Plan are as follows:

1. ***Status and Trends Monitoring:*** At the time of plan implementation, dams will be in place and reservoirs will be included within the geographic bounds of this effort. If the Secretary of Interior determines to proceed with dam removal as proposed under the Klamath Hydropower Settlement Agreement (KHSAs), the character of the Basin will change significantly; monitoring targets and associated methodologies will adapt to reflect this change.

2. **Data Related to Environmental Water:** Monitoring of water quality and quantity can also be reasonably expected to change following dam removal and full implementation of the KBRA and KHSA.
3. **Effectiveness Monitoring:** Effectiveness monitoring is intended to assess the performance of restoration actions. This section will be directly linked to the restoration plan component and would need revision with the implementation of a new Phase II Restoration Plan.
4. **Limiting Factors:** Results of earlier limiting factors monitoring will likely inform later work, and this element should be subject to periodic review to assess scientific uncertainties; the need for periodic review is consistent with the timing of the Phase II Restoration Plan.
5. **Data System:** Data management technology can undergo rapid evolution, and periodic review would help ensure that the data management approach remains the best available.

To facilitate the most efficient adaptive management linkages between monitoring data and restoration actions, we recommend combining the Phase I Restoration Plan and Monitoring Plan into a Phase I Restoration and Monitoring Plan, which will then be revised and followed by a Phase II Fisheries Restoration and Monitoring Plan by March 31, 2022.

**Expected Products:**

If the general approach proposed in this document is acceptable to the Fish Managers, then we propose refining the approach as needed and then contracting with an outside party to develop a specific task lists with cost estimates. This would result in a Scope of Work and an RFP for completion of plan elements, which may either go out to bid or be determined to be inherently governmental, as supported by agency/tribal responsibilities and authorities. The Fish Managers would oversee this process, reviewing specific components of the plan and providing guidance and final approval for plan development.

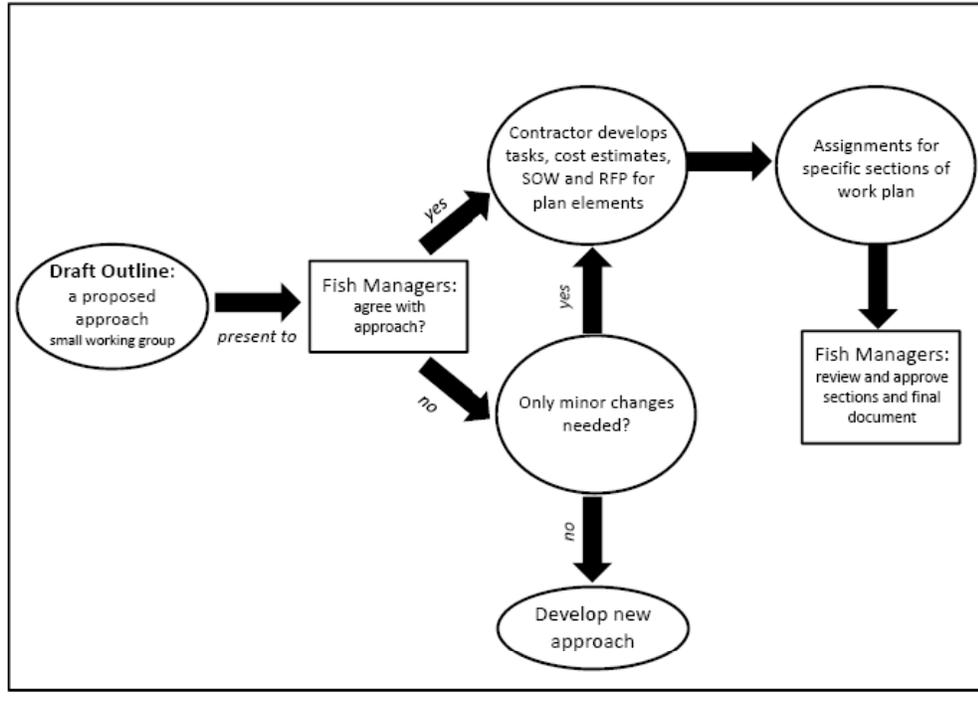


Figure 1. Proposed workflow towards development of a Phase I Restoration and Monitoring Plan.

## **DRAFT OUTLINE of expected plan sections and their components**

### **A. Introduction**

*Purpose:*

Set the stage for the document, giving relevant background information and group perspectives

*Section components:*

- a. Fisheries Restoration Program goals
- b. Conceptual model development
- c. Timeframe (ten years)
- d. Context (Phase I and Phase II Restoration Plan, Monitoring Plan, Reintroduction Plan)
- e. Spatial extent (set by KBRA: Klamath Basin excluding Trinity)
- f. Spatial scale (tributaries of tributaries, and similar-sized mainstem segments)
- g. Temporal scale (short and longer-term goals)
- h. Development of program metrics
  - i. Metrics will be developed across spatial scales, where appropriate, to track restoration project success and guide effectiveness monitoring
  - ii. Metrics will be defined for monitoring to track species-specific population and habitat changes
  - iii. Metrics will consider and integrate the four parameters for evaluating population viability status including abundance, population growth rate, genetic diversity, and spatial structure.

- i. Primary goals of the Restoration and Monitoring Plan
  - i. Define the restoration component of the plan as described in Section 10.1.2 to prioritize restoration projects (instream, riparian, and upland) that:
    1. Directly benefit existing fish resources
    2. Significantly contribute to protecting and preparing habitats for use by anadromous fish after passage is restored (Phase I Restoration)
    3. Significantly contribute to protecting and preparing habitats for utilization throughout the Basin as abundances of anadromous and non-anadromous fish increase (Phase II Restoration)
  - ii. Define the monitoring component of the plan as described in Section 12.2:
    1. Status and trends
      - a. Methods for stock identification
      - b. Collecting information to assess status and trends in sizes of fish populations and availability of their habitats and distribution, including riparian areas
      - c. Providing information on restoration actions and for management of fisheries dependent on Klamath Basin populations
      - d. Species will include Chinook and coho salmon, steelhead trout, resident rainbow trout, lamprey, suckers, bull trout, sturgeon, and eulachon (as specified in Section 12.2.1).
    2. Data related to environmental water
      - a. Collect data on water quality and quantity
      - b. Evaluate water outcomes from implementation of Water Resources Program
        - i. Monitor Klamath River instream flows and Upper Klamath Lake water surface elevations
      - c. Assist TAT in developing Annual Water Management Plan
        - i. Provide in-season management recommendations
    3. Restoration effectiveness
      - a. Evaluated based on *a priori* selection of:
        - i. Representative indicators of ecosystem status
        - ii. Multi-scale indicators of progress towards achieving long-term goals of the monitored restoration actions
      - b. Used to inform adaptive management actions
    4. Limiting factors
      - a. Assessments to evaluate factors limiting recovery and restoration of fish populations
      - b. Used to identify measures to eliminate, reduce, or mitigate threats
        - i. To inform restoration priorities and adaptive management actions

- j. Criteria for project selection
  - i. Based on contribution to overall, Basin-scale goals and objectives
  - ii. Restoration action priorities set at Basin scale, then geographically prioritized by ecological benefit

**B. Plan Development and Public and Stakeholder Participation**

*Purpose:*

Comply with KBRA Section 9.2.2 to “use collaboration, incentives, and adaptive management as preferred approaches” for restoration planning and implementation.

Follow KBRA Section 10.1.1: “The Fish Managers shall work with other Parties and seek their input during plan development, and shall also consider public input under Applicable Law.”; “The Phase I Plan shall describe how the public comments and recommendations were incorporated.”

*Section components:*

- a. Description of how tasks were shared among lead agencies (NOAA, USFWS) and how outside parties (e.g., facilitators) were used
- b. List of stakeholders to participate in the process
- c. Explanation of how stakeholder viewpoints were used in the development of this plan
  - i. Proposing to hold meetings with key stakeholders to solicit their input into objective setting, restoration actions, and prioritization strategies
  - ii. Can also involve stakeholders in development of some plan components
  - iii. Request stakeholder reviews of draft and final plan
- d. Explanation of how public comments and recommendations were solicited and incorporated
- e. Description of the process through which existing studies, reports, and ongoing restoration planning and monitoring efforts were incorporated in the process to address restoration and monitoring topics by:
  - i. Geographic area: consider existing regional planning and monitoring efforts;
  - ii. Ecological topic: consider existing Klamath Basin or sub-unit planning and monitoring efforts that address specific issues as developed during the restoration priorities planning phase (e.g., fish passage, riparian restoration, etc.)
- f. Federal and state environmental and endangered species act compliance discussion

**C. Goals and Objectives**

*Purpose:*

To define the goals and specific, measurable objectives for the restoration and monitoring plan.

To outline the linkages between goals and objectives and important ecological processes and functions, in order to address Section 9.2.2 to “emphasize restoration and maintenance of properly functioning lake and riverine processes and conditions, and remediation of the conditions described in Section 9.1.2,” which include “degraded riparian habitat and stream channels, passage barriers, diversions resulting in entrainment, adverse water quality conditions, adverse hydraulic conditions, fluctuating water levels, and other impacts, known and unknown.” Restoration program-specific goals will be checked for consistency with Fisheries Program goals described in Section 9.2.6. Monitoring goals will be targeted to the objectives of specific monitoring plan components. This section should include a clear decision path, and be well-organized to show the development of ideas and explain the ranking and inclusion decisions.

*This section addresses:*

- a. Identification of key processes and justification for their selection
  - i. e.g., hydrological, geomorphological, hydraulic, and community processes
- b. Identification of the finer-scale riverine “processes and conditions” that contribute to healthy fish habitats, underneath the broader-scale headings
  - i. Through development of broad, ecosystem-process level conceptual models
  - ii. Identify desired end states (target conditions)
  - iii. Identification of process linkages and their stressors (that prevent habitats from attaining desired conditions)
- c. Prioritized list of goals for reducing, eliminating, or mitigating effects of stressors
  - i. Goals should capture implied trade-offs
  - ii. The group should rank goals by importance to achieving desired end states, using conceptual models as a guide
- d. Specific, measurable objectives for each goal
  - i. Explicitly address spatial and temporal scale issues associated both with actions to be taken and with the expected results.
  - ii. Means of measuring the achievement of the goal
  - iii. Incorporate uncertainty
    1. Define areas of scientific uncertainty or group disagreement
    2. Identify data gaps or value differences
    3. Consult scientists and existing documents and publications to define true uncertainties
- e. Final goals and objectives should be checked against the list of priorities set by KBRA to ensure inclusion. These priorities include, but not limited to:
  - i. Riparian vegetation of the mainstem and tributaries (restoration and permanent protection)
  - ii. Water quality improvements (nutrients and temperature in tributaries; nutrients, organic matter, dissolved oxygen, pH, and ammonia in Upper Klamath Lake and Keno Reservoir)
  - iii. Restoration of stream channel functions (dynamic alluvial processes)

- iv. Coarse and fine sediment management, including measures to prevent and control excessive sediment inputs where problematic, as well as measures to increase sediment input to the channel where appropriate
- v. Remediation of fish passage problems (physical barriers, thermal and flow related)
- vi. Prevention of entrainment into diversions (fish screens, bypass)
- vii. Management and reduction of organic and nutrient loads in the Upper Klamath Lake, the Klamath River mainstem and tributaries, including in and above Keno reservoir (Section 10.1.2)
- viii. Disease
- ix. Water flows (quantity, regime)
- x. Restoration actions proposed in Appendix C-2, and as updated over time
- xi. Actions should be consistent with Fisheries Program goals as described in Section 9.2.6:
  - 1. Restore and maintain ecological functionality and connectivity of historic fish habitats
  - 2. Re-establish and maintain naturally sustainable and viable populations of fish to the full capacity of restored habitats
  - 3. Establish specific metrics to evaluate progress and population viability status including consideration of abundance, population growth rate, genetic diversity, and population spatial structure

**D. Adaptive Management and Incorporation with Monitoring Plan, and NEPA**

*Purpose:*

To describe the integration of restoration and monitoring, and how the adaptive management approach will be used to address uncertainty and help resolve inaction related to disputed science or disagreements. This section addresses Section 5.4.1, to “include specific objectives for the benefits of performance (such as a change in the present condition of fish habitat), metrics to track achievement of those objectives, monitoring and evaluation, and procedures to use the evaluation results to inform and improve future management and funding of that obligation.”

*Section components:*

- a. In order to use the “best available science,” uncertainties will be addressed through the scientific method, using “restoration project effectiveness monitoring” as an adaptive management tool within the restoration plan.
- b. Each key assumption resulting in a particular restoration action will be addressed using a hypothesis/alternative hypothesis(es) approach, with specific monitoring targets developed to evaluate monitoring data for consistency with hypotheses, where feasible.
  - i. It is expected that this approach will reduce conflicts caused by disagreements about the science, because a process will be “built-in” for testing and responding to unsupported assumptions, and alternatives will be in place.

- c. The Restoration Plan will include a process for incorporating monitoring results and defining the actions to take depending on monitoring feedback.
- d. Federal and state environmental and endangered species act compliance considerations will be addressed for the suite of possible options by including a clear set of actions and path to adaptive management actions based on monitoring results.

## **E. Restoration Actions**

### *Purpose:*

To describe the types of restoration actions proposed, their intended effect (whether to restore long-term riverine functions and processes, or to provide a short- or long-term benefit to fish populations). Restoration actions should be explicitly tied to objectives.

### *Section considerations:*

- a. Organize section by process, each process divided into goals, and each goal defined by objectives. Describe proposed restoration action in general terms beneath each objective.
  - i. Identification of restoration actions will be subject to a decision-support process to determine the most effective means of achieving the objective.
- b. Each objective and restoration action should be accompanied by a description of uncertainties that were identified in the process, relevant hypotheses, and an assessment strategy to address the hypotheses.
  - i. Specifically link this section to the Monitoring Plan (or monitoring/assessment section of the integrated restoration, monitoring and assessment plan).

## **F. Restoration Priorities**

### *Purpose:*

To develop a method for prioritization across the full period of the agreement, and to provide a prioritized list of restoration actions for the first few years of the Restoration program. Specific recommendations will be included for each applicable sub-watershed. The prioritization process will be developed with collaborative input, including consideration of locations and actions that will best address the ecological function objectives, and including compilation and consideration of completed and ongoing prioritization efforts as described in section B (Plan Development and Public and Stakeholder Participation) above. Priorities will be informed by monitoring and assessment and re-evaluated periodically using a predefined adapted management feedback approach.

### *Section components:*

- a. Short-term Priorities: Description and prioritization of restoration actions intended for the immediate enhancement of fish reproduction and survival (e.g., removal of barriers, screen water diversions).

- b. Long-term Priorities: Description and prioritization of restoration actions intended for the extended recovery of ecological function (e.g., riparian vegetation management, improve water temperature and shade conditions, reduce risk of fine sediment delivery, increase coarse sediment recruitment, manage upland fuels conditions, improve flows).
- c. Spatial Scales and Geographical Priorities: Define spatial subunits (sub-basins and tributaries) that will be the focus of specific restoration recommendations and outline the process for identifying priority areas for addressing specific restoration objectives.
  - i. For the desired "processes and conditions" defined within the goals and objectives, identify the geographic/landscape conditions associated with ecological/hydrological functions
  - ii. Classify sub-watersheds based on geographic/landscape variables and potential end states as targeted by goals and objectives
  - iii. Identify the subset of applicable short-term and long-term goals and objectives as they pertain to instream, riparian, and upland habitats in each sub-watershed.

#### **G. Monitoring Actions and Priorities**

*Purpose:*

To develop a plan for implementing monitoring actions for each of the four primary monitoring foci (e.g., status and trends, environmental water, restoration effectiveness, and limiting factors for recovery and restoration of fish populations) during the Phase I period. Monitoring actions and priorities will include compilation and consideration of completed and ongoing Klamath Basin monitoring efforts as described in section B (Plan Development and Public and Stakeholder Participation) above.

*Section components:*

- a. Spatial Scales and Geographical Priorities: Define spatial subunits (sub-basins and tributaries) that will be the focus of specific monitoring recommendations and outline the process for identifying priority areas for addressing specific monitoring objectives.
  - i. Classify sub-watersheds based on geographic/landscape variables and potential for assessing monitoring objectives
- b. Monitoring plans will be developed to address the scientific uncertainties that will be identified during the process of developing conceptual models and setting restoration objectives and actions.
- c. Restoration effectiveness monitoring will be targeted towards small-scale, short-term biological and/or physical response indicators that targeted parameters are consistent with eventual project success.
  - i. Project-specific indicators will be described during project development, if applicable.
  - ii. Emphasis on Adaptive Management framework for informing restoration

- d. Other monitoring efforts, e.g., status and trends and environmental water, will be assessed for baseline conditions and/or larger spatial scale, longer-term biological and/or physical responses to habitat changes.
- e. Link to TMDL compliance and Klamath Basin Monitoring Program efforts.

#### **H. Data System**

Section will describe a cohesive and integrated approach to the collection and storing of monitoring data and restoration information. An integrated data system will identify existing monitoring efforts and monitoring gaps to expand data collection efforts where necessary to promote comprehensive, integrated, and efficient Restoration and Fisheries Management programs.

#### **I. Timeline**

*Purpose:*

To describe the timeline, milestones, and expected completion dates of the projects

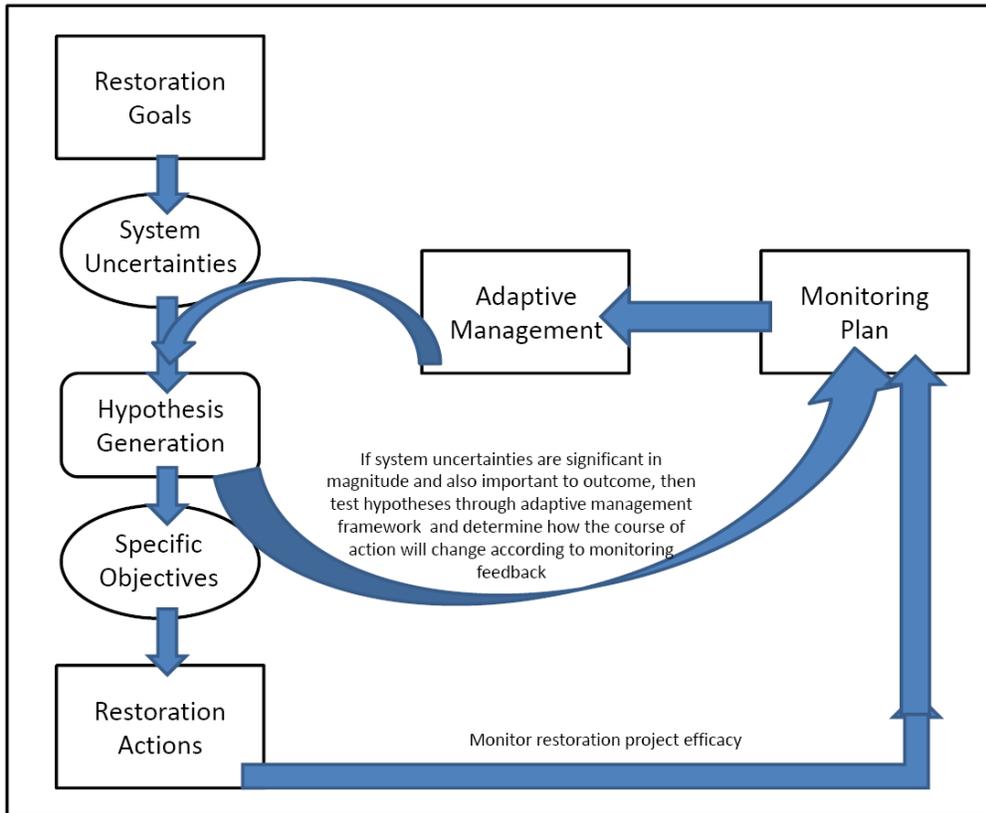
#### **J. Budget**

*Purpose:*

In the final Phase I Restoration and Monitoring Plan, this section will describe the anticipated funding needed by each entity to complete projects, as well as describe the process for annual budget review as described in Section 13.2:

“On an annual basis, or other appropriate interval to be determined by the Parties depending on appropriations, all Parties with funds or other resources (e.g., in-kind services) available for use in the implementation of the Fisheries Program shall meet and confer to identify all available funds appropriate for such uses within 180 days of the finalization of the Fisheries Restoration Plan and Fisheries Monitoring Plan and then annually thereafter. They shall also identify funding constraints.”

During the development of the Restoration and Monitoring Plan, a government cost estimate will be developed by a contractor. The contractor, with the assistance of the Fish Managers, will develop a breakdown of tasks and deliverables needed to develop the final plan, and the contractor will provide a government cost estimate for the tasks and deliverables that will be used to provide an estimate of the total cost of plan development; tasks and deliverables may then be distributed to partners or through an RFP process, as determined by the Fish Managers.



**Figure 2.** Proposed adaptive management framework for developing targeted objectives and restoration action.

**DRAFT**  
**2010 and 2011 Workplan for Implementing Klamath Basin Agreements**

February 17, 2010

**Introduction**

This is an updated draft list of the tasks to implement the Klamath Basin Restoration Agreement. The purpose is to track the status of the tasks to implement the Restoration Agreement.

The Restoration Agreement includes a number of commitments, obligations, program design provisions, and understandings that are not included in the tasks for specific actions below.

The KBCC/Interim KBAC needs to fill in dates and other details in [brackets]. Near term milestones are highlighted in yellow.

**Klamath Basin Restoration Agreement**

**General Provisions**

**Form Klamath Basin Coordinating Council and Interim Advisory Council** (see Appendix D).

1. Develop protocols. (Completed on October 7, 2010)
2. Prepare FACA Charter for KBAC and TAT.
  - 2.1. KBAC members reviewed at October 7<sup>th</sup> meeting.
  - 2.2. DOI Revise charter [Start date; completion date].
3. Form TAT
  - 3.1. Identify Interim TAT representatives. First meeting on February 24, 2011.
  - 3.2. Develop workplan and schedule [Start date; completion date].
4. Develop procedures to add new Parties (Sections 1.1.3, 7.2.2, and 38).
  - 4.1. Discuss with KBCC/Interim KBAC at first meeting at July meeting.
  - 4.2. Develop draft procedures (Sheets convened Bonham, Roos-Collins, Ullman) [Start date; completion date].
  - 4.3. Review and adoption by KBCC/Interim KBAC at [fill in schedule].
5. Prepare public information and involvement plan.
  - 5.1. Notice meetings on website. Ongoing.
  - 5.2. Prepare draft communications protocols and communications plan: Draft for review on December 15, 2010
  - 5.3. KBCC/Interim KBAC review by January 15, 2011.

- 5.4. Revise plan by next KBCC meeting.
- 5.5. KBCC/Interim KBAC implementation.

**Adopt workplan and schedule for implementation of Klamath Basin Settlement Agreement.** (See Appendix C-1)

The KBCC is using this document to track implementation; it is revised and reviewed at each meeting.

**Legislation (Section 3.1.1.B)**

- 1. Assist legislative offices and committees in the introduction and passage of legislation [ongoing].
- 2. Coordinate activities to support implementing legislation [ongoing].

**Funding**

- 1. Non-Federal Parties support funding for Agreement (Section 3.2.4.B.ii).
- 2. Relevant Federal agencies implement funding (Section 4).
  - 2.1. Federal Team working on FY 2012 and 2013 budgets.
  - 2.2. Federal Team reported on base funding at September 2010 meeting.
- 3. Develop procedures for specific funds (Section 14.3) [Completion date in conjunction with legislation].
  - 3.1. On-Project and Power for Water Management (Section 14.3.1)
    - 3.1.1. Develop administrative provisions (BOR)
    - 3.1.2. KWAPA and Management Entity submit expenditure plan.
  - 3.2. Water Use Retirement and Off-Project Reliance (Section 14.3.2)
    - 3.2.1. [FWS] Develop administrative provisions.
    - 3.2.2. UBT and UKWUA submit expenditure plan.
  - 3.3. Klamath Drought Fund (Section 14.3.3)
    - 3.3.1. Reclamation develop contract with National Fish and Wildlife Foundation.
    - 3.3.2. National Fish and Wildlife Foundation develop administrative provisions.
      - 3.3.2.1. Enforcement Entity submits expenditure plan [date].
      - 3.3.2.2. Enforcement Entity submits annual report [annual date].
- 4. Periodically adopt and recommend a successor to budget in C-2 (Section 4.1.2.A and B). Schedule after legislation.
  - 4.1. KBCC workgroup is reviewing budget.
- 5. Klamath Basin Restoration Agreement Fund (Section 4.2)
  - 5.1. Establish Fund to receive non-federal funding.
  - 5.2. Establish committee to design and implement fund raising program.
  - 5.3. Designate manager and procedures for disbursement and accounting.

- 5.4. Bonham and Roos-Collins have contacted National Fish and Wildlife Foundation.

### **Coordination and Oversight**

1. KBCC will adopt procedures to report on the status of performance of each obligation under the Agreement and identify issues to be resolved (Section 5.1). Ongoing
2. KBCC track the progress of all components in real-time (Section 5.4.2.A). Ongoing
3. KBCC prepare Annual Report by March 31<sup>st</sup> of each year (Section 5.4.2.B).

### **Establish enrollment procedures for programs**

1. Identify eligible customers for Power Program (Section 17.3)
  - 1.1. On-Project: KBCC confirm Parties and create a mechanism by which a Power User within a district that did not become a Party may become eligible. [Need to develop steps and schedule].
  - 1.2. Off-Project: KBCC adopt procedures for enrollment by **May 18, 2010**.

## **Fisheries Programs**

### **Fisheries Restoration Program**

1. Fish Managers prepare Fisheries Restoration Phase I Plan (Section 10.1).
  - 1.1. Fish managers prepared outline for December 15, 2010 meeting, sought KBCC comments and finalized outline and approach.
  - 1.2. Federal Team working on identifying funding.
  - 1.3. Draft Phase I Plan was due on February 18, 2011; there is no budget for the Plan so Fish Managers have requested an extension until 18 months after funding is available.

### **Fishery Program funding and reporting**

1. Fish Managers establish process to determine Fisheries Program funding needs (Section 13.1 and 13.3).
  - 1.1. Convene meeting of Fish Managers to determine initial budget and develop funding plan (see Section 13.1).
    - 1.1.1. Develop procedures for annual funding (see Sections 13.2, 13.3 and 13.5).
      - 1.1.1.1.[Fill in steps and schedule after Restoration and Monitoring Plan is complete]
2. Annual Reporting on funding and implementation (Section 13.4)
  - 2.1. Prepare draft report [who?].
    - 2.1.1.1.[Fill in steps and schedule after Restoration and Monitoring Plan is complete]

- 2.2. Fishery Managers review.
- 2.3. Final report to KBAC by [date].

### **Fisheries Monitoring Plan**

The Monitoring Plan under Section 12 is being developed in coordination with the Fisheries Restoration Plan.

### **Fisheries Reintroduction Plan**

1. Oregon Plan (Section 11.3)
  - 1.1. ODFW and Klamath Tribes, in collaboration with Tribes and other Fish Managers initiate plan development when funding is available, but no later than State Concurrence of an Affirmative Declaration by Secretary of Interior under KHSA Section 3.3.
    - 1.1.1. [Fill in steps and schedule later]
  - 1.2. Seek input from interested Parties and others with technical expertise.
  - 1.3. Complete Phase I Plan within 12 months.
2. California Plan (Section 11.4)
  - 2.1. CDFG, in collaboration with other Fish Managers initiate when State Concurrence of an Affirmative Declaration by Secretary of Interior under KHSA Section 3.3.
    - 2.1.1. [Fill in steps and schedule closer to 2012]
  - 2.2. Seek input from other Parties and public.
  - 2.3. Complete plan within 24 months.

### **Water Resources**

**File validation actions** (Section 15.3.1.B): Completed.

### **Collaboration on Irrigation Diversions and Environmental Water.**

1. KWAPA complete analysis of historical data by February 18, 2011 (based on availability of funding). (Section 15.1.1.A.ii.a)
  - 1.1.1. This analysis will be included as part of the Drought Plan Tech Assistance contract Reclamation is going to award
- 1.2. [Fill in steps and schedule when funding is available]
2. KWAPA, in cooperation with others, develop predictive techniques for use by TAT. (Section 15.1.1.A.ii.b).
  - 2.1. [Fill in steps and schedule]
3. KWAPA participates in TAT activities. (Section 15.1.1.A.ii.c)

### **Collaboration to benefit agriculture and Wildlife Refuges.**

1. FWS and KPWA working on interim actions under 15.1.2.J to resolve outstanding issues related to water rights for the Refuges.
2. Other provisions will on a schedule that will allow implement when Appendix E-1 becomes effective, not in 2010 or 2011. (Section 15.1.2.C)

### **On-Project Plan**

1. KWAPA preparing draft On-Project Plan within 18 months of funding available. (Section 15.2.2.B.i)
  - a. Funding under the Enhancement Act authority and funding.
  - b. KWAPA will present workplan and schedule on February 24, 2011.
2. Reclamation evaluates and approves plan within 60 days of completion of any environmental review. (Section 15.2.2.B.i)
  - a. [Potential activity for 2011]
3. KWAPA adopts plan within 45 days of Reclamation approval and provides notice to Parties. (Section 15.2.2.B.i)

### **Groundwater Technical Investigations**

1. USGS, in cooperation with OWRD, initiates groundwater investigations pursuant to workplan in Appendix E-2. (Section 15.2.4.B).
  - 1.1. This measure was not funded in FY 2010 so the schedule has been delayed (See Appendix E-2 for workplan)
  - 1.2. Complete as expeditiously as possible to inform On-Project Plan.
2. KWAPA will meet with OWRD and other interested Parties at least once during development of On-Project Plan and at least 30 days prior to completion of On-Project Plan (Section 15.2.4.B.iv.a)

### **Klamath Basin Adjudication Process**

1. KPWA and Klamath Tribes file amended stipulations by May 18, 2010 (Section 15.3.2.B). These Parties sent notice on May 19<sup>th</sup> that this action would be delayed [check on new schedule].

### **D Pumping Plant Costs**

1. Reclamation, with TID, LKNWR Review and adjust cost allocation in Section 15.4.2.A by February 18, 2011.
  - 1.1. Paul Simmons has drafted agreement letter
  - 1.2. TID Board meeting week of February 14<sup>th</sup> to review.

### **Klamath Reclamation Project operations**

1. The Secretary will consult with Project contracts and establish a process to analyze costs by **February 18, 2011**. (Section 15.4.7).
  - 1.1. Water users are reviewing proposal.

### **OPWAS negotiations.**

1. OPWAS Parties Negotiate OPWAS. (Section 16.2)
  - 1.1. OPWAS Parties will provide steps and schedule to develop OPWAS.
  - 1.2. Deadline for OPWAS is February 18, 2012.
2. As part of OPWAS, develop Water Use Retirement Program.

### **Power Resources**

1. KWAPA and UKWUA have formed the Management Entity (known as the Klamath Basin Power Alliance or KBPA) and developed operating protocols by December 1, 2010. (Section 17.4.1)
2. KBPA adopted some of the guidelines by January 15, 2011. (Section 17.4.3).
  - 2.1. KBPA has adopted guidelines on accounting policies, purchasing procedures and board of directors manual.
  - 2.2. KBPA has developed a communications plan.
  - 2.3. Other guidelines are pending completion of the power sales contract between Reclamation and BPA.
3. KBPA will identify eligible customers (Section 17.3)
  - 3.1. Status report at February 24<sup>th</sup> meeting
4. KBPA will develop system to distribute funds to eligible customers (Section 17.4.4).
  - 4.1. KBPA develop program with PacifiCorp, pending funding of interim power program and Federal power program.
  - 4.2. [Fill in steps and schedule]
  - 4.3. Support necessary Regulatory Approvals.
5. KBPA to implementation Interim Power Program (Section 17.5).
  - 5.1. Implementation pending funding of interim power program
  - 5.2. [Fill in steps and schedule]
6. Reclamation negotiate contract with BPA (Section 17.6)
  - 6.1. Reclamation working on interconnection agreement with BPA
  - 6.2. [Reclamation is preparing schedule]
7. KBPA will prepare financial and engineering plan; funding is anticipated in FY 2011. (Section 17.7.2).

- 7.1. Reclamation entering into cooperative agreement for power that will include the ability to conduct financial and engineering plan.
  - 7.2. Reclamation entering into contract with Cal Poly on biomass study.
  - 7.3. [Fill in steps and schedule]
8. KBPA implements renewable resource project and conservation. [Check to confirm that this will be after 2012]

**Williamson River Delta:** Support monitoring (Section 18.2.1)

**Agency Lake and Barnes Ranch**

1. Reclamation and FWS completed transfer agreement and are working to transfer Reclamation lands. (Section 18.2.2.B)
  - 1.1. Reclamation and FWS completed transfer agreement.
  - 1.2. Reclamation transferring data and documentation.
  - 1.3. [Fill in steps and schedule]
2. FWS complete study by March 31, 2012 on options identified in Section 18.2.2.C.
  - 2.1. FWS is having area mapped using LIDAR system which will give new detailed elevation and cover data. Scheduled to be completed spring 2011.
  - 2.2. FWS has received preliminary Engineering surveys detailing the inadequacies of the dikes surrounding the Barnes-Agency ranches. The draft engineering assessment states: the dikes are not built to engineering specifications and are subject to catastrophic failure if used to contain water. Estimates to replace dikes may be cost-prohibitive. Final assessment to be completed fall 2011.
3. FWS commence environmental analysis within 60 days of Affirmative Determination by Secretary.

**Wood River Wetland**

1. BLM complete study by March 31, 2012 (Section 18.2.3).
  - 1.1. [Fill in steps and schedule]
2. BLM commence environmental analysis within 60 days of Affirmative Determination by Secretary. [Assumed to be in 2012]

**Future Storage**

1. Reclamation is working on study and will provide progress reports every six months after Effective Date. (Section 18.3.1)

**Develop Drought Plan.** (Section 19.2)

1. Lead Entity Process

- 1.1. Lead Entity sought extension for draft until February 28, 2011.
2. KBCC review by April 7, 2011 KBCC meeting.
3. Lead Entity adopts Plan by May 31, 2011.
  - 3.1. Any Party may issue Dispute Initiation Notice by [fill in new schedule].
4. Lead Entity submit adopted Drought Plan to fund Administrator (fill in new schedule following Dispute Resolution Process).
5. Fund Administrator complete environmental review and make decision by [fill in new schedule]
  - 5.1. If Plan is not approved, adopt revised Plan by [fill in new schedule].
6. Drought Panel Process (if Lead Entity does not reach consensus)
  - 6.1. Convene by [fill in new schedule] if Lead Entity does not meet November 30, 2010 deadline or by [fill in new schedule] if Lead Entity does not meet March 31, 2011 deadline.
  - 6.2. Adopt plan by [fill in new schedule].
  - 6.3. Fund Administrator complete environmental review and make decision by July 31, 2012.
  - 6.4. If the Plan is not approved, submit revised Plan by [fill in new schedule].

**Prepare Emergency Response Plan.**

1. Reclamation and KWAPA are Lead Parties for developing a draft Emergency Plan by February 18, 2011. (Section 19.3). KWAPA does not have funding to work on the plan and has requested an extension until 12 months after funding is available.
2. Review material from Klamath County Emergency Response Plan and fill in additional steps to prepare draft.
3. Parties provide comment by [update new schedule].
4. Reclamation adopts Plan by [update new schedule].

**Climate Change**

1. OWRD and CDFG, in coordination with Water Managers and Fish Managers are co-Lead Parties.
2. Co-Lead Parties seek input from interested Parties.
3. Initiate assessment process by February, 2012.

### **Off-Project Reliance Program**

1. UKWUA to complete plan prior to OWRD determination that the WURP purposes have been achieved under Section 16.2.2.F.

### **Interim Flow and Lake Level Program** [develop details after legislation enacted]

1. The Secretary will plan and implement a water leasing and purchase program under Section 20.4.
2. The Interim Flow and Lake Level program (IFLLP) will require Reclamation to receive new authority in order to administer this program. Additionally, KWAPA will need to agree to the TAT being incorporated in their existing process.
  - 2.1. [Fill in steps and schedule].
  - 2.2. Take into account recommendations of TAT.
3. The Secretary will provide updates to the Parties and stakeholders.
4. OWRD actions to protect Environmental Water (Section 20.5.2)
5. Parties will support petition by PacifiCorp to SWRCB to dedicate Environmental Water to instream use (Section 20.5.3).

### **State TMDLs**

Parties support development and implementation of appropriate TMDLs (Section 20.5.4.B). This is the responsibility of the individual Parties and not a KBCC workplan item.

### **Regulatory Assurances**

#### **Fish Entrainment Alleviation**

1. Reclamation will evaluate methods and locations and construct facilities (Section 21.1.3.A)
  - 1.1. Reclamation working with Denver engineering office to develop strategies.
  - 1.2. [Reclamation will update steps and schedule]
2. Reclamation evaluates measures to prevent adverse impacts in Klamath Straights Drain. (Section 21.1.3.B)
  - 2.1. [Fill in steps and schedule]

#### **Endangered Species Act (Section 22)**

1. Federal agencies will consult with FWS and NMFS on Barnes Range/Agency Lake, Wood River Wetlands Project, and Off-Project Water Use Retirement Program. (Section 22.1.1). Services need to prepare to implement this action.
  - 1.1. [Fill in steps and schedule]
2. Reclamation, at an appropriate time in consultation with KWAPA, will request reinitiation of consultation. (Section 22.1.2) [Implementation on standby.]
3. [Need to discuss schedule for General Conservation Plan and Habitat Conservation Plan. Budget assumes action beginning in 2013](Section 22.2)

### **Bald and Golden Eagle and Migratory Bird Protection (Section 23)**

1. The actions under Section 23 are expected to occur on a schedule related to the potential removal of the Klamath River dams. KBRA Parties will develop a workplan.

### **California Laws (Section 24)**

1. California Endangered Species Act: DFG will evaluate the necessity for incidental take coverage following concurrence with an affirmative Secretarial Determination, by the Governor of California. Within 90 days of such concurrence, DFG will advise the Parties of its determination and recommend specific procedures for obtaining any necessary coverage.
2. California Fully Protected Species: DFG will initiate discussions with legislative staff and key stakeholders, including interested Parties, regarding the scope and methods of proposed legislation, beginning in March 2011.

### **Oregon Laws (Section 25)**

- 1.1. [ODFW will determine schedule in coordination with potential facilities removal].

## **Counties Program**

### **Klamath County**

1. Klamath County will develop and adopt Klamath County Program by June 30, 2012. (Section 27.2).
  - 1.1. [Klamath County will fill in steps and schedule after Secretarial Determination process is complete]
2. Non-Federal Parties seek funding by July 1, 2012. (Section 27.3)
3. Non-Federal Parties support funding for property tax impacts to be dispersed by July 1, 2016.

## **Tribal Program**

### **Tribal Participation in Fisheries and Other Programs**

1. Tribes implement fisheries capacity building and conservation management programs (Section 32).
  - 1.1. [Fill in steps and schedule]

### **Economic Revitalization**

1. Non-Federal Parties support funding. Budget assumes funding FY 2013. (Section 33.1)
2. Klamath Tribes' implementation of Mazama Forest Project. (Section 33.2)

### **Klamath Tribes' Interim Fishing Site**

1. CDFG, Klamath Tribes and relevant agencies of U.S. have met to discuss process for joint petition to California Fish and Game Commission. CDFG letter to Jeff Mitchell on May 10, 2010 to extend time line to establish an interim fishery by September 30, 2011. (Section 34)

## **INTERIM TECHNICAL ADVISORY TEAM 2011 ACTIVITIES AND SCHEDULE**

DRAFT February 9, 2011

**Winter activities (November through February)** will consist of:

1. Development of recommendations for use of Managed Environmental Water in an Annual Water Management Plan, and
2. Recommending actions on management of winter lake and river operations, especially pertaining to storage and release rates at Link River Dam in light of changing forecasts.

### **February 2011**

1. Organizational meeting of Interim TAT
  - a. Review schedule of activities.
  - b. Develop operating procedures.
  - c. Schedule future meetings/conference calls
  - d. Determine whether funding is available for Interim Flow and Lake Level Program and begin work on 2011 Annual Water Management Plan recommendations.
2. Other

### **March 2011**

1. Provide comments on Draft Drought Plan.
2. Provide 2011 Annual Water Management Plan recommendations on by March 15<sup>th</sup>.
3. Meet twice-monthly (or more often if necessary) during water delivery and use period.
4. Other

**In-season (March through October),** the TAT will:

1. Ensure that timely recommendations are forwarded to the Secretary of the Interior (Secretary) to accomplish the purposes of Sections 20, consistent with recommendations in the Annual Water Management Plan as adjusted on the basis of continuous information and analysis.
2. A significant task will be balancing releases from Link River Dam with irrigation diversions and return flows to achieve desired fishery conservation objectives.

3. Post-season activities will consist of a review of the previous year's analyses and performances, and updating TAT operating procedures as needed.
4. The TAT will report to the KBCC on a scheduled basis and upload information on the Internet regularly.

### **Other Activities for 2011**

1. Review analysis from KWAPA (in coordination with TID, KID, KDD, Reclamation, FWS (TLNWR and LKNWR), and other interested Parties) of the relevant historical data including, but not limited to, Klamath Reclamation Project water diversions, climatic data, and agronomic data, to determine the circumstances which cause diversion of less than the applicable maximum DIVERSION as provided in Appendix E-1. Schedule dependent on completion of analysis (which is dependent of availability of funds). (Section 15.1.1.ii.a)
2. Using the analysis, KWAPA (in coordination with TID, KID, KDD, Reclamation, FWS (TLNWR and LKNWR) and other interested Parties) and the TAT, shall develop and continuously refine predictive techniques for use by the TAT to anticipate, as early in the irrigation season as possible and periodically thereafter, those circumstances in which the Klamath Reclamation Project will likely divert less than the applicable maximum DIVERSION. The TAT will use all such information as part of its recommendations for management of the water resources for the benefit of the fisheries; ). (Section 15.1.1.ii.b)and
3. KWAPA shall participate fully in the activities of the TAT. Prior to the beginning of the irrigation season, KWAPA shall provide information to the TAT on anticipated timing and amounts of diversion for the Klamath Reclamation Project. This prediction shall be refined by KWAPA and the TAT periodically throughout the irrigation season, and shall include statements of the degree of probability that specified amounts of water may not be diverted to meet irrigation requirements. ). (Section 15.1.1.ii.c)
4. KWAPA, USGS, OWRD, and the TAT shall annually meet and confer before December 15 of each year regarding the long-term monitoring information, and specifically to evaluate annually whether the On-Project Plan is meeting the no Adverse Impact objective, whether the Plan may be leading to an Adverse Impact in future years or whether the Plan is causing or will cause an Adverse Impact in the upcoming irrigation season. (Section 15.2.4.v.b)
5. Other

## **TAT Roles and Responsibilities in the KBRA**

February 9, 2011 DRAFT

### **Summary**

This document compiles the references to the Technical Advisory Team (TAT) in the Klamath Basin Restoration Agreement (KBRA).

### **Section 12.2.2 Data Related to Environmental Water**

The Fisheries Monitoring Plan will include, but not be limited to, the collection of data to: (i) monitor Klamath River instream flows and Upper Klamath Lake elevations to evaluate the water outcomes from implementation of the Water Resources Program; and (ii) assist the TAT in developing its Annual Water Management Plan and in providing in-season management recommendations as described in Appendix D-2. The type of water data will include water quantity data (e.g., instream flows and Upper Klamath Lake elevations at appropriate locations) and water quality data (e.g., temperature).

### **Section 12.2.7 Periodic Review Regarding Fisheries Outcomes**

In furtherance of Section **Error! Reference source not found.**, the Federal Agency Parties and the Tribes shall periodically meet and confer to review whether the intended fisheries outcomes of this Agreement are being realized for tribal trust as well as public benefits and to determine appropriate remedial actions (if any).

#### **A. Review**

By June 30, 2020 and June 30, 2030, and at other dates thereafter as agreed pursuant to Section **Error! Reference source not found.**, the TAT shall evaluate: (i) fishery habitat objectives consistent with Sections **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.**; and (ii) habitat outcomes of the actions taken by the Parties, including volumes of water available for Instream Use. The TAT shall evaluate appropriate documents considered by the Parties in reaching this Agreement, including but not limited to Simondet *et al.*, *Settlement Group Tech Team Assignment X Flow Report* (January 6, 2007), Dunsmoor, *Assumptions in Hydrological Modeling (KPSIM)* (May 2007), *Compilation of Information to Inform USFWS Principals on the Potential Effects of the Proposed Klamath Basin Restoration Agreement (Draft 11) on Fish Habitat Conditions in the Klamath Basin, with Emphasis on Fall Chinook Salmon* (January 2010), and Appendix E-5, as well as best available science undertaken thereafter through this Monitoring Plan or otherwise. If the TAT's evaluation is that the intended objectives or outcomes have not been met, the TAT shall provide a recommendation to the United States, the Tribes, and other Fisheries Managers regarding additional measures that should be taken. The TAT's

recommendation shall be subject to peer review by an independent body to evaluate the methods, data, and calculations used for such recommendation.

**B. Responsive Actions**

If warranted after the peer review of the TAT's recommendation, the United States, affected Tribes and other Fish Managers, and other Parties shall develop and implement a functional response which preserves the bargained-for benefits of all Parties, in the form of supplemental terms of this Agreement consistent with Section **Error! Reference source not found.**, and subject to the Dispute Resolution Procedures in Section **Error! Reference source not found.** In developing such response, the Parties shall consider the priorities established in the relevant programs to provide fisheries benefits.

**C. Further Extension of the Agreement**

In 2055, the Parties shall agree to consider an extension of the term of the Agreement as stated in Section **Error! Reference source not found.**, if warranted by the circumstances at that time.

**15.1.1 Klamath Reclamation Project**

This Agreement provides for limitations on specific diversions for the Klamath Reclamation Project, as described in this Section 15.1.1 and as provided in Appendix E-1. The limitations are intended, particularly in drier years, to increase water availability for Fisheries purposes, while Section **Error! Reference source not found.** provides terms for the allocation and delivery of water to National Wildlife Refuges.

Section **Error! Reference source not found.** establishes the program by which KWAPA will address the limitations on diversions. The DIVERSION quantity as specified in Appendix E-1 for the irrigation season will increase by 10,000 acre-feet in some years effective March 1 after the earlier of: (i) the physical removal of all or part of each of the Hydroelectric Facilities has occurred and achieved a free-flowing condition and volitional fish passage; (ii) 10,000 acre-feet of new storage has been developed under Section **Error! Reference source not found.**; or (iii) the KBCC, on or after February 1, 2020 and after receipt of recommendations from the TAT, determines the increase is appropriate. The KBCC shall provide appropriate notice to OWRD of when the increase is to occur based on the fulfillment of one of these conditions. The Parties acknowledge that: the preceding terms of this section and Attachment A to Appendix E-1 as related to the increase of 10,000 acre-feet were negotiated prior to the completion of Section 15.3.4.A; and, based on Sections 15.3.4.A.v and 15.3.1.A, at least one condition specified above triggering the increase of 10,000 acre-feet would occur prior to the filing of Appendix E-1. Accordingly, absent amendment of the relevant terms, KBCC's notice to OWRD would occur not later than the time of the filing of Appendix E-1.

**ii. Obligations**

To insure that water not needed by the Klamath Reclamation Project is managed for the benefit of the fisheries, and otherwise that fisheries management reflects a high degree of knowledge regarding ongoing and anticipated timing of water diversions, the Parties agree to the following:

- a. Within 12 months of the Effective Date, or as soon as practicable based on the availability of funds as identified in Appendix C-2, item 61, KWAPA (in coordination with TID, KID, KDD, Reclamation, FWS (TLNWR and LKNWR), and other interested Parties) shall complete an analysis of the relevant historical data including, but not limited to, Klamath Reclamation Project water diversions, climatic data, and agronomic data, to determine the circumstances which cause diversion of less than the applicable maximum DIVERSION as provided in Appendix E-1. The results of this analysis shall be provided to the TAT;
- b. Using the analysis, KWAPA (in coordination with TID, KID, KDD, Reclamation, FWS (TLNWR and LKNWR) and other interested Parties) and the TAT, shall develop and continuously refine predictive techniques for use by the TAT to anticipate, as early in the irrigation season as possible and periodically thereafter, those circumstances in which the Klamath Reclamation Project will likely divert less than the applicable maximum DIVERSION. The TAT will use all such information as part of its recommendations for management of the water resources for the benefit of the fisheries; and
- c. KWAPA shall participate fully in the activities of the TAT. Prior to the beginning of the irrigation season, KWAPA shall provide information to the TAT on anticipated timing and amounts of diversion for the Klamath Reclamation Project. This prediction shall be refined by KWAPA and the TAT periodically throughout the irrigation season, and shall include statements of the degree of probability that specified amounts of water may not be diverted to meet irrigation requirements.

**15.2.4. Measures Related to Groundwater**

v.b. KWAPA, USGS, OWRD, and the TAT shall annually meet and confer before December 15 of each year regarding the long-term monitoring information, and specifically to evaluate annually whether the On-Project Plan is meeting the no Adverse Impact objective, whether the Plan may be leading to an Adverse Impact in future years or whether the Plan is causing or will cause an Adverse Impact in the upcoming irrigation season.

**18.2.3. Wood River Wetland Restoration Project**

To achieve water management outcomes consistent with this Agreement, the Parties' ultimate goal is to reconnect Wood River Wetland to Agency Lake when physical and biotic conditions are sufficient to provide the wetland restoration benefits for which the property was acquired.

BLM currently manages the Wood River Wetland to restore wetlands adjacent to Agency Lake. In furtherance of this Agreement and the ultimate goal, BLM, in collaboration with the KBAC and TAT will complete a study, by March 31, 2012, that evaluates options for enhancing water management flexibility in providing benefits for water storage, fish, wildlife and wetlands habitat from the Effective Date until the date on which the On-Project Plan is fully implemented pursuant to Section 15.2.2.B.ii, or an additional 30,000 acre-feet of water inflow is being provided in UKL on an average annual basis as determined by OWRD pursuant to Section 16.2.2.F. This study will consider options, among others, whether diked and drained areas of Wood River Wetland that once comprised Agency Lake should be operated as pumped storage within existing dikes, or fully reconnected to Agency Lake by breaching dikes. Either option would result in a total water volume of approximately 16,000 acre-feet of gross storage between elevations 4143.3 and 4136.0 feet, but would provide differing arrays of water management opportunities and ecosystem benefits.

The BLM shall commence its environmental analysis of the options considered in the above study within 60 days of an Affirmative Determination by the Secretary, as described in Section 3.3 of the Hydroelectric Settlement. It shall undertake to complete such review within 2 years after commencement. BLM shall implement the selected alternative in a Timely manner. All actions described in this section are contingent upon adequate funding.

### **18.3.2. Use of Additional Storage**

#### **A. Reservations**

Consistent with Reclamation planning directives, policies and standards, and NEPA, Reclamation shall not determine the specific design, beneficiaries, etc. of such projects before completion of a NEPA decision document. Reclamation shall identify the range of alternatives identified in the Feasibility Study to enhance water management flexibility in providing for irrigation, fish and wildlife purposes, as well as the furtherance of Reclamation's tribal trust responsibilities.

#### **B. Support**

Subject to Reclamation's and OWRD's reservations of responsibilities and obligations, the Parties shall support use of water from these facilities in accordance with this paragraph.

- i.** Such water will be a resource to be employed as needed to achieve the objectives of this Agreement as related to fisheries.
- ii.** When first available, such water will be used to realize the increase in diversions to the Klamath Reclamation Project as described in Section 15.1.1 and provided in Appendix E-1, if that increase has not otherwise occurred.
- iii.** Water will be used to implement the provisions of Section 19.2.2.B.ii.

- iv. Water may otherwise be used in accordance with recommendations of the **TAT** and decisions of the Klamath Basin Coordinating Council.
- v. In addition, the **TAT** may recommend the use of any such water for Klamath Reclamation Project irrigation and/or Wildlife Refuges if circumstances so warrant. In that circumstance, an increase in water diversion as a result of such storage could not occur merely because additional storage has become available and there would be transparent public processes prior to any increase.

## **19. Drought Plan**

### **19.2.1 Lead Entity to Develop Drought Plan**

The Parties hereby designate, as lead entity responsible for the development of the Drought Plan (“Lead Entity”), a group composed of the following: Klamath Tribes, Karuk Tribe and Yurok Tribe, Upper Klamath Water Users Association, the Klamath Water and Power Agency, the Klamath Basin National Wildlife Refuges, Oregon Water Resources Department, California Department of Fish and Game, and an additional Party from among those listed as “Other Organizations” in Section 1.1.1, if designated by consensus of such Parties within 30 days of the Effective Date. In developing the Drought Plan, the Lead Entity shall consult with and seek the advice of the **TAT** or interim **TAT**, and shall consult with and invite participation of other Parties.

#### **19.2.2.A. The Drought Plan will include:**

...

xii. Such other provisions as the **TAT** may recommend and the Lead Entity incorporates into its Drought Plan.

#### **19.2.2.B**

B. The Drought Plan will require that Enforcement Entity(ies), with the recommendations of the **TAT**, determine which among the following measures, alone or in combination, shall be employed. The Drought Plan will require that the responses be employed in order of priority set forth below in response to Drought conditions of increasing severity. The Enforcement Entity(ies) shall use diligent efforts to exploit each measure before moving to the next measure, in light of the urgency of the situation, but are not required to demonstrate exhaustion of all possible applications of any particular measure before moving to the next. To the maximum extent feasible, the Drought Plan will protect Klamath Basin communities, and provide sufficient quantities of water to meet the biologically essential River flows and lake elevations in periods of Drought or Extreme Drought. The response measures to be included in the Drought Plan will be:

- vi. Voluntary water conservation measures;

vii. The use of stored water available under Section Error! Reference source not found.;

viii. Both of the following:

- a. The lease of water on a willing seller basis which would otherwise be diverted for irrigation purposes. For any leasing within the Klamath Reclamation Project, applicable DIVERSION at the Settlement Points of Diversion in Appendix E-1 will be reduced by the foregone consumptive use of water; and
- b. Use of groundwater, either for irrigation purposes to replace that which would otherwise have been diverted or, where lawful and upon the recommendation of the TAT, as a supplement to river flows and lake levels. Upon the advice and with the approval of the TAT, the “no adverse impact” criteria of the On-Project Plan related to groundwater (Section **Error! Reference source not found.**) may be waived in response to Extreme Drought

#### **19.2.4. Drought and Extreme Drought Declaration.**

The Plan shall require that the Declaration Entity, acting on the recommendation of the TAT and in accordance with the Drought Plan, shall declare that a Drought or Extreme Drought condition exists as defined by the Plan. Within fifteen days of the declaration, the Enforcement Entity(ies), with the assistance of the TAT and the Declaration Entity, shall determine the scope of the Drought, including the amount and sources of water reasonably likely to be available within the Klamath Basin, and identify potential responses consistent with the obligation to insure that available water is managed consistent with Section 19.1.

### **20.3 Managed Environmental Water**

#### **20.3.1 Water Rights and other Legal Requirements**

Management of Managed Environmental Water will be consistent with: (i) Applicable Law, including obligations of Reclamation and other Parties under the ESA; (ii) any related secondary rights to use the stored water, as well as consistent with senior water rights; and (iii) this Agreement.

#### **20.3.2 Coordination and Oversight**

The Secretary shall make management decisions regarding Managed Environmental Water, so as to maximize benefits for the Klamath Basin’s fish and wildlife and to achieve the water management goals of this Agreement. Once subject to its Charter, the TAT shall provide recommendations to the Secretary on how best to distribute and use this Managed Environmental Water for this purpose. In carrying out this function, the TAT shall ensure broad technical and public participation, use the best available and most current technical and scientific information, and encourage

Consensus in recommendations on water operations that affect either Upper Klamath Lake or lower Klamath Basin ecosystems. Appendix D-2 describes the scope of **TAT** responsibilities and operating procedures.

### **20.3.3 Real-Time Management**

Except as limited by other provisions of this Agreement, the processes used to determine whether to store or not store Managed Environmental Water, for the purpose of conservation and recovery of Fish Species, shall be open, transparent, real-time, consistent with the principles of Collaborative Management, and also consistent with Section 15.4.5.A and the limits of existing water rights and other Applicable Law.

### **20.4.3 Interim Program**

The Secretary shall, pursuant to Applicable Law, implement a water leasing and purchase program to achieve the purposes of this Section 20.4 interim program. Although the interim program may rely on long-term agreements, any agreements contemplated in the Klamath Reclamation Project or Off-Project that have a term greater than the Interim Period in Section 20.4.2 shall be consistent with the applicable On-Project Plan in Section 15.2 or the Off-Project Water Program in Section **Error! Reference source not found.** KWAPA and the Secretary shall evaluate whether and how long-term agreements or other measures pursued under Section 15.2.2.B.ii could serve, or be adapted to serve, the purposes of the interim program. The Secretary's implementation of the interim program shall take into account the recommendations of the **TAT**. Leases and purchases of water under this interim program shall be from willing sellers, at prices that are economically feasible.

#### **A. The Role of Technical Advisory Team**

- i.** The Secretary shall provide the Parties and other stakeholders with regularly updated information concerning the interim program status and operations.
- ii.** Using the process outlined in Appendix D-2, the **TAT** shall recommend to the Secretary no later than March 15 of each year the amount of water and times at which water would be most useful to meet the purposes of Section **Error! Reference source not found.** In making its recommendations, the **TAT** shall use the best available science and information in its recommendation on the distribution of additional water for the benefit of resident and anadromous fish in Upper Klamath Lake and the Klamath River. In preparing these recommendations, the **TAT** shall consider the guidance principles, among others, described below. The Parties acknowledge that these guidance principles are not intended to be used as mandatory standards but are only guidelines for use by the **TAT** in making its recommendations. Upon convening, the **TAT** shall review, amend, and supplement these guidance principles. The guidance principles are:

- a. Replicating the natural hydrologic regime under which the Fish Species evolved likely represents the best flow regime to conserve and recover Klamath River anadromous fish stocks and listed suckers in Upper Klamath Lake;
- b. Flow and lake level management should strive to achieve existing habitat-based flow and lake elevation recommendations that would likely increase survival of salmonids and suckers, and potentially improve other important ecological, chemical, physical and biological processes; and
- c. Flow and lake level management should strive to meet lake level and flow outputs from simulations presented in Appendix E-5, recognizing that such simulations do not necessarily reflect either overall water availability at any given time, or the actual water management strategy that will be employed in the future.

#### **20.4.5. Integration of Programs and Reduction and Termination of Expenditures**

##### **A. Integration of Planning and Implementation**

To achieve the purposes of the Interim Program in this section and the On-Project Plan described in Section 15.2, the Secretary shall coordinate with KWAPA, and each shall use Best Efforts to minimize areas of overlap of functions, avoid confusion or misunderstanding in the affected communities and limit overall costs. The Secretary may, after consultation with the TAT and KBAC, enter into agreements with KWAPA to carry out any action necessary to implement the purposes of the interim program in Section 20.4 under terms and conditions the Secretary deems necessary.

##### **B. Termination of Interim Program**

To the extent consistent with the purpose of this section, the Secretary shall proportionally reduce expenditures for the water leasing and purchase program incrementally, as measures to increase Environmental Water are realized. When the obligations to implement the On-Project Plan under Section 15.2.2.B.ii, increase annual average Upper Klamath Lake inflow pursuant to Section 16, and the events in Section 15.3.4.A.ii and iii have occurred, expenditures for this Program will terminate accordingly. If the funds identified in Appendix C-2 for this interim program have been fully expended prior to meeting the above obligations, the Parties will meet and confer to determine the source of future funding for this interim program.

**Appendix D-1**  
**Klamath Basin Coordinating and Advisory Councils and Subgroups**

**I.**

**Purpose and Scope of Coordination and Oversight of Klamath Basin Restoration Agreement**

Coordination and oversight of the Klamath Basin Restoration Agreement is intended to provide and facilitate coordination, cooperation, collaboration, decision-making, and accountability by Parties to the Agreement to assure elements of the Agreement are carried out effectively and at the appropriate scales to forward sustainable restoration and renewal of the Klamath River Basin. The coordination and oversight framework will be the mechanism by which state and federal agencies, local governments, tribes, conservation groups and community members work together to collaboratively develop and implement long-term solutions for the Klamath River Basin. Coordination and oversight of the Agreement embodies a multi-party and agency effort, and is reliant on Agreement Parties and partners, and their respective authorities and abilities, to facilitate implementation. Coordination and oversight does not provide for new decision-making authorities or change existing local, state and/or federal law. This coordination and oversight structure is not intended to direct other restoration entities and efforts existing within the Klamath River Basin that are outside the Agreement, but instead it will strive to coordinate and integrate with existing entities and ongoing efforts to help support and further the Agreement and Klamath River Basin goals.

Coordination and oversight groups/subgroups are defined based on whether or not they provide advice or recommendations to Federal Agency Parties. The Klamath Basin Advisory Council (KBAC) and the Technical Advisory Team (TAT) are a group and subgroup, respectively, that will provide recommendations to Federal Agency Parties, consistent with their Charters established pursuant to the Federal Advisory Committee Act (FACA). These recommendations are relevant to implementation of the Agreement (KBAC) and to management of Environmental Water (TAT). An Upper Basin Team (UBT) will also provide oversight on water use retirements and recommendations on water retirements to the Federal Lead Party, through the structure of the KBAC. A Klamath Basin Coordinating Council (KBCC) will provide coordination and oversight of various elements of the Agreement not requiring recommendations for Federal Agency Parties. Because the KBCC will not require a Charter pursuant to FACA, details of this group will be addressed in its protocols and operating procedures.

The coordination and oversight framework will provide opportunities for public involvement to help guide implementation of the Agreement, as well as the respective public processes of local government, and state and federal agencies as they implement their statutory authorities.

Changes to the coordination and oversight structure will likely occur over time as the Agreement is implemented. Changes to the structure may be in the form of an amendment to the Agreement and/or the Charters.

Initially, fiscal support for coordination and oversight will rely on existing resources at the federal and state level. Fiscal and human resources support will be obtained and provided through the separate authorities of each Party, but prioritized and coordinated where possible and applicable.

**II.**  
**Klamath Basin Coordinating Council**

**A. Purpose and Function.**

The KBCC is the coordinating body for all Parties of the Agreement that does not provide advice or recommendations to Federal Agency Parties, and therefore shall not be subject to FACA requirements. Its purpose is to promote continued collaboration, cooperation, coordination, and consultation among Parties and others as elements of the Agreement are implemented. The KBCC will provide for general oversight and administration, including activity and program coordination, information sharing, priority setting, fund seeking, and dispute resolution related to implementation of the Agreement. The KBCC will make decisions and establish protocols to implement elements of the Agreement. The KBCC will serve as a primary forum for public involvement in implementation of the Agreement.

**B. Organization/Membership.**

All Parties are members of the KBCC. All Parties may participate in KBCC meetings; however, only designated representatives of the Parties shall be voting members (Appendix Table D-1). Designated representatives shall seek the individual views of their member Parties to ensure effective representation in voting matters. Designated representatives of the Parties for the KBCC (and the KBAC) shall include representation from the Federal Agency Parties; the State of Oregon; the State of California; the Counties of Klamath (OR), Del Norte, Siskiyou and Humboldt (CA); the Tribal governments of the Klamath Tribes of Oregon, and the Yurok Tribe and the Karuk Tribe of California; Parties Related to the Klamath Reclamation Project (KRP) as identified in Section 1.1 of the Agreement; UKWUA; the commercial fishing industry; and conservation and restoration organizations (Appendix Table D-1). Parties shall form their own rules for selection of representatives. If Parties are not able to select representatives, the KBCC shall develop a procedure. The KBCC shall determine appropriate representation for any additional entities that may become Parties after the Effective Date as provided in Section 7.2.2. Membership makeup and Party representation are the same for both the KBCC and the KBAC.

**Appendix Table D-1. Party Representation for the KBCC and KBAC\***

<b>Parties</b>	<b>Representation</b>	<b>Members</b>
Dept of Interior	1	FWS, BLM, BOR, BIA
Dept of Agriculture	1	USFS
Dept of Commerce	1	NOAA/NMFS
State of Oregon	1	ODEQ, ODFW, OWRD

State of California	1	CDFG
Klamath Tribes	1	
Yurok Tribe	1	
Karuk Tribe	1	
Del Norte County	1	
Klamath County	1	
Siskiyou County	1	
Humboldt County	1	
Parties related to KRP**	2	
Off-Project Representative***	1	
Conservation /Restoration Groups	2	
Commercial Fishing Industry	1	
<b>Total</b>	<b>18</b>	

\* Final representation will be revised to include only Parties to the Agreement.

\*\* Klamath Reclamation Project: one representative from KWAPA and one from KWUA or such other Party related to the Klamath Reclamation Project as KWUA may designate. The Klamath Reclamation Project designation may be changed by a majority of the Parties who are Parties related to the Klamath Reclamation Project as identified in Section 1.1.1 of the Agreement.

\*\*\*Off-Project Signatory Parties will select one representative. If these Parties are not able to agree, the KBCC or KBAC, as applicable, will select a representative from nominees from each Off-Project signatory Party.

**C. Roles and Responsibilities.**

The KBCC shall serve as an oversight forum to foster efficient and effective implementation of the Agreement, including tracking and reporting action progress, solving problems, establishing protocols and procedures, providing approvals, making decisions, resolving general issues within and among programs, promoting collaboration and coordination among groups and Klamath Basin partners, providing input to assist with prioritization of program projects, concertedly and cooperatively seeking grants and other funding for priority projects, reporting program expenditures, and developing an annual workplan. The KBCC (of which all members shall be deemed to be Disputing Parties) shall provide the forum for dispute resolution as described in Section 6 of the Agreement when issues cannot be resolved at lower scales within programs, subgroups, or among Disputing Parties.

The KBCC shall have the flexibility to establish additional subgroups as necessary and appropriate to address specific issues and needs on a periodic, ad hoc, temporary, or long-term basis, and to implement provisions of the Agreement, including the separate but related Hydroelectric Settlement. KBCC subgroups shall not be subject to FACA requirements, as their advice and recommendations will not be for Federal Agency Parties. These subgroups shall provide advice or recommendations to the KBCC. Subgroups may establish their own operating protocols.

The KBCC shall ensure public engagement is afforded through facilitated participation in KBCC and subgroup meetings, and shall consider public input when making decisions.

The KBCC shall provide for a basin-wide perspective for holistic solutions and approaches, without superseding the authorities of respective entities, for determining program administration at appropriate scales. The KBCC will function to link and

coordinate Agreement programs and actions with other actions and programs required through the federal ESA (Biological Opinions and Recovery Plans) and with other watershed working groups within the entire Klamath River Basin in Oregon and California (e.g., Trinity River Working Group, Upper Klamath Basin Working Group, subbasin watershed organizations and resource conservation districts).

With respect to any matter on which these coordination and oversight provisions or other protocols established by the KBCC provide for participation by all Parties, any Party may delegate to another Party the authority to act on its behalf. Any such delegation shall be in writing and will remain in effect according to its terms or until revoked.

**D. Operations.**

The KBCC shall vote through designated Party representation as described in (B). The KBCC shall provide for participation of all Parties and the public during meetings pursuant to Applicable Law and reasonable operating procedures. In addition, the KBCC shall hold periodic or episodic meetings of all Parties as necessary to provide participation in and discussion of coordination and oversight functions that do not require a vote (such as reviewing progress in implementation of the Agreement) or functions vested in all Parties (such as Amendment of the Agreement under Section 7.2 or Dispute Resolution under Section 6), as provided in its internal protocols. The KBCC shall operate under Applicable Law and provide full disclosure to Parties of information, actions, and decisions, adequate notice of meetings, and record keeping.

The KBCC and subgroups shall establish the necessary operating procedures, including meeting frequency, meeting location, coordination with other Klamath Basin and subbasin working groups, and internal reporting mechanisms and requirements. KBCC operations may use the support of a facilitator, if funding is obtained.

Except in the case of KBCC decisions under Section 14.3.1 and 15.3.8.B. of the Agreement, decision-making by the KBCC voting members shall be by super-majority (at least a  $\frac{3}{4}$  vote of the representatives that are present). Parties that do not support a KBCC recommendation to a Non-Federal Party may prepare a minority report. All reports shall become part of the record. A quorum for decision-making by a super-majority shall be defined within the KBCC's protocols, or if not so defined, shall be a majority of the voting members.

With respect to any decision to be made by the KBCC under the terms of Section 14.3.1 and 15.3.8.B of the Agreement, the decision process and rule shall be as follows:

The KBCC representative from KWAPA, the Klamath Tribes (after meeting and conferring with the other signatory Tribes), the state of California, and the state of Oregon shall convene within fourteen days of the passing of the due dates in Sections 14.3.1 (extension of the deadline of the On-Project Plan) and 15.3.8.B (120 days before the date selected by KWAPA under section 15.3.8.A) and review the dispute among KWAPA, the Tribes, and the United States Bureau of Indian Affairs. This group of four shall be known as the decision panel. The

decision panel has twenty-one additional days to resolve the dispute, by no less than a majority vote of 3-1 (with the Klamath Tribes representing the majority view of the three signatory tribes), and provide its decision in writing to the KBCC.

If the decision panel is unable to resolve the dispute within thirty-five days of the due date in Section 15.3.8.B, it has seven days to select a fifth member from among the Parties to the KBCC and to form the final decision panel. The decision panel shall select the fifth member by one of the following means, in order of preference: first by consensus; second, if there is no consensus choice, by a majority vote; and third, if there is no majority choice, by a consensus of the two states, California and Oregon. The final decision panel shall immediately provide notice to the KBCC of its formation.

The final decision panel shall have no more than thirty-five days to resolve the dispute, by a simple majority vote. Notice of the written decision by the final decision panel shall be immediately provided to the KBCC.

The decision of the decision panel or final panel, as applicable, shall constitute the decision of the KBCC and is not reviewable in any way.

No discovery is allowed before the decision panel or final decision panel. Each panel shall set appropriate deadlines for the submission of letter briefs and documentary evidence and for an oral explanation of the position of the United States Bureau of Indian Affairs, Klamath Tribes, and KWAPA.

**E. Funding.**

As provided in Section 5.3, the Non-Federal Parties shall support authorizations and appropriations in the amount estimated in Appendix C-2 to fund the coordination and oversight structure for the first ten years after the Effective Date. Funds shall support a facilitator.

**III.**

**Klamath Basin Advisory Council and Interim Advisory Council**

**A. Purpose and Function.**

The Klamath Basin Advisory Council (KBAC) is the body comprised of all Parties to the Agreement that will provide advice and recommendations for Federal Agency Parties after execution of a Charter pursuant to FACA. Prior to execution of a Charter, advice and recommendations for Federal Agency Parties shall be provided by an Interim Advisory Council. Recommendations of the KBAC and the Interim Advisory Council shall not be binding on Federal Agency Parties.

**B. Organization/Membership**

All Parties will be provided an opportunity to participate in meetings of the Chartered KBAC consistent with Applicable Law. The KBAC Charter is to be modeled on the structure and representation outlined herein and shall establish the organization and membership of the KBAC. Voting members of the KBAC shall be the designated Party representatives as specified for the KBCC (Appendix Table D-1). The Interim Advisory Council shall consist of state, federal, and local government and tribal Parties as provided under the Unfunded Mandates Reform Act of 1995. Voting members within the Interim Advisory Council shall be designated Party representatives from state, federal, local government, and tribal Parties. With respect to the Parties related to the Klamath Reclamation Project, the two voting members of the Interim Advisory Council shall be KWAPA and KID. This designation may be changed by the majority of Parties related to the Klamath Reclamation Project who are local governments.

**C. Roles and Responsibilities**

The KBAC and Interim Advisory Council primarily serve to develop and provide advice and recommendations for Federal Agency Parties as necessary for implementing the Agreement.

The KBAC shall establish additional subgroups as necessary and appropriate to address specific issues and needs on a periodic, ad hoc, temporary, or long-term basis. Unless separately Chartered, subgroups of the KBAC that develop advice or recommendations for the Federal Agency Parties shall provide such advice or recommendations only to the KBAC (e.g., Upper Basin Team). Subgroups that provide advice or recommendations directly to Federal Agency Parties shall be Chartered pursuant to FACA and these Charters shall be linked to the KBAC Charter as appropriate (e.g., Technical Advisory Team).

**D. Operations**

Upon the Effective Date of the Agreement, the Parties shall initiate the Interim Advisory Council for the purpose of developing and providing advice and recommendations for the Federal Agency Parties. Parties who are not members of the Interim Advisory Council shall be given maximum practicable opportunity under Applicable Law to provide input on an individual basis to the Interim Advisory Council in preparation of federal recommendations. Interim Advisory Council operations shall be as transparent as possible and practicable under Applicable Law and provide full disclosure of information, actions, and decisions to the Parties.

The appropriate Federal Agency Party will immediately undertake the formal steps to obtain Charters for the KBAC and necessary subgroups, such as the Technical Advisory Team. The KBAC Charter will specify the relationship between the KBCC and chartered and non-chartered subgroups.

Voting within the KBAC and Interim Advisory Council shall be through designated Party representatives as described for the KBCC (Appendix Table D-1). When recommendations are developed for specific Federal Agency Parties, representatives for those specific Parties shall be non-voting members. Otherwise representatives for Federal Agency Parties shall be voting members. In addition to requirements under FACA for public involvement, the designated KBAC representatives shall seek the input of their member Parties to ensure effective representation in voting matters. The Interim Advisory Council shall seek input from the public, and from non-member Parties on an individual basis, in development of such advice or recommendations as practicable and consistent with Applicable Law. The Interim Advisory Council shall be disbanded once the KBAC is Chartered.

Decision-making by the KBAC and Interim Advisory Council voting members shall be by consensus of a quorum. If consensus is not achieved, majority and minority reports shall be developed and provided to the Federal Agency Parties (and/or to State Agency Parties). A quorum for decision-making shall be defined within the KBAC Charter and Interim Advisory Council protocols, or if not so defined, shall be a majority of the voting representatives. Only advice and recommendations for Federal Agency Parties will be decided within the KBAC; all other decisions and deliberations will be performed within the KBCC.

At all times, the KBAC and Chartered subgroups shall operate in accordance with Applicable Law and their respective Charters. To the extent not defined in the Charter, the KBAC and subgroups shall establish the necessary operating procedures, including meeting frequency, meeting location, coordination with other Klamath Basin and subbasin working groups, and internal reporting mechanisms and requirements. Meetings of the KBAC shall be set at common dates and places as the KBCC to the maximum extent practicable, except that meetings set at common dates and places will have separate times and agendas. A Designated Federal Official shall preside over KBAC meetings.

## **Appendix D-2**

### **Technical Advisory Team, Managed Environmental Water, and Upper Basin Team**

#### **I.**

##### **Introduction**

The Agreement provides that implementation of certain of its sections will be informed through the activities of a Technical Advisory Team (TAT) and an Upper Basin Team (UBT). The TAT, a Chartered subgroup of the KBAC, shall provide recommendations for the identified Federal Agency Lead Parties, or other Parties, and to the KBAC or KBCC, as provided in the Agreement and pursuant to this Appendix D-2. In carrying out its purpose, the TAT will be compliant with its Charter established pursuant to the FACA. The UBT shall provide recommendations to the KBAC and thus will not be independently chartered.

For its specific purposes, the TAT shall seek broad technical participation, the best and most current technical information, and consensus in recommendations. This Appendix establishes and identifies the TAT and its purpose, membership, and operation and the specific procedures to be followed by the TAT concerning Managed Environmental Water.

This Appendix also establishes and identifies the UBT and its general purpose, membership, and roles concerning the Water Use Retirement Program.

#### **II.**

##### **Technical Advisory Team and Interim Technical Team**

###### **A. Purpose and Function.**

The Technical Advisory Team's purpose is to utilize the technical expertise of the Parties and others with interest and expertise in water management and fisheries to inform the implementation of the Agreement as it relates to Managed Environmental Water and other aquatic resource issues. As defined in the Agreement, the TAT is assigned a number of tasks, including the provision of recommendations to the KBCC, KBAC, and to Lead Agency Parties, which includes recommendations to the Secretary of the Interior regarding Managed Environmental Water in the Agreement. TAT recommendations will not supersede Applicable Law or the terms of the Agreement or the Hydroelectric Settlement.

###### **B. Organization and Membership.**

The TAT shall consist of the Parties with interest, expertise or authority in water management, water quality, or fish management and with the ability to contribute to restoring and maintaining the health of the waters of the Klamath Basin and the Fish Species. Prior to execution of the TAT Charter, the members of the TAT shall only

perform those TAT functions outlined in the Agreement that do not involve recommendations for the Federal Agency Parties.

During the period prior to execution of the TAT Charter, development and submittal of recommendations or advice for Federal Agency Parties will be by an Interim Technical Team consisting of state, federal and local government and tribal Parties with expertise as described above, in compliance with the Unfunded Mandates Reform Act of 1995. The TAT Charter shall establish the organization and membership of the TAT, as modeled on the structure outlined herein.

**C. Roles and Responsibilities.**

The roles and responsibilities of the TAT are set out in the Agreement, and as described in specific detail below with respect to Managed Environmental Water. Generally, the TAT shall review and evaluate data gathered under and outside the Agreement, make recommendations for management of resources, provide technical expertise, and evaluate implementation of the Agreement as it relates to management of Environmental Water that affects Upper Klamath Lake and the lower Klamath River mainstem ecosystems in the period before, during and after Facilities Removal. The TAT will make technical recommendations to the KBCC and/or KBAC, the Federal Agency Lead Party (Secretary) or other Parties as provided in the Agreement, and shall provide opportunities for public input. The TAT will coordinate with Fish Managers responsible for developing and implementing the restoration, reintroduction and monitoring plans for Fish Species and their habitats.

**D. Operations.**

Upon the Effective Date of the Agreement, the Parties will initiate an Interim Technical Team, consisting of federal, state and local government and tribal Parties, for the purpose of providing recommendations for Federal Agency Lead Parties. Otherwise, all Parties to the TAT will fulfill other technical advisory functions under the Agreement that do not involve recommendations for Federal Agency Parties.

The appropriate Federal Agency Party shall immediately undertake the formal steps to obtain an independent FACA Charter for the TAT. The TAT Charter will specify the relationship between the TAT and the KBCC and/or KBAC, and specify the Designated Federal Official to oversee TAT meetings.

During the period prior to execution of the TAT Charter, the Interim Technical Team will perform any of the roles, responsibilities, operations and other functions established in the Agreement that involve recommendations for the Federal Agency Parties. The Interim Technical Team will seek input from the public, and from non-member Parties on an individual basis, in development of such advice or recommendations. Following execution of the TAT Charter pursuant to FACA, the TAT shall assume all functions outlined under the Agreement, and the Interim Technical Team shall be disbanded.

Voting members of the TAT and the Interim Technical Team shall be designated representatives of member Parties, (except that representatives for Federal Agency Parties, to which recommendations are directed, shall not be voting members for purposes of developing recommendations for Federal Agency Parties) (Appendix Table D-2). The designated TAT representatives shall seek the input of their member Parties to ensure effective representation in voting matters. Parties shall form their own rules for selection of representatives. If Parties are not able to select representatives, a procedure for selection shall be defined within the KBAC or TAT Charter (whichever is more appropriate).

**Appendix Table D-2. Party Representation for TAT\***

Parties	Representation	Members
Dept. of Interior	3	FWS, BOR, BIA
Dept. of Commerce	1	NOAA/NMFS
Dept. of Agriculture	1	FS
State of Oregon	3	ODEQ, ODFW, OWRD
State of California	1	CDFG
Klamath Tribes	1	
Yurok Tribes	1	
Karuk Tribes	1	
Humboldt County	1	
Siskiyou County	1	
Parties related to KRP**	1	
Off-Project representative***	1	
Conservation/Restoration Groups	1	
Commercial Fishing	1	
<b>Total</b>	<b>18</b>	

\* Final representation will be revised to include only Parties to the Agreement.

\*\* Klamath Reclamation Project. This Party shall be KWAPA unless a majority of the Parties related to the Klamath Reclamation Project as identified in Section 1.1.1 of the Agreement designate another Party from among these Parties.

\*\*\* Off-Project Signatory Parties will select one representative. If these Parties are not able to agree, the TAT will select a representative from nominees from each Off-Project signatory party.

At all times, the TAT shall operate in accordance with Applicable Law, including providing public notice of meetings and access to meetings, meeting minutes, and other TAT documents. Prior to issuance of the FACA Charter, Parties who are not members of the Interim Technical Team shall be given the maximum practicable opportunity under Applicable Law for input to the Interim Technical Team in preparation of recommendations for Federal Agency Parties. In carrying out its purposes, the TAT will seek public participation and the best and most current technical information. Meetings shall typically be on a twice-monthly basis during the water delivery and use period. The TAT shall report to the KBCC and/or KBAC on a scheduled basis.

The TAT shall use its discretion to establish subcommittees for various purposes. Subcommittees shall report directly to the TAT.

**E. Decisions and Dispute Resolution.**

The TAT shall strive for consensus in developing advice and recommendations for Federal Agency Parties. If consensus is not achieved, a minority report, or alternative recommendation, may be provided to the Federal Agency Party for its consideration by those who do not support the majority decision. Only policy disagreements (i.e., those that relate to terms within the Agreement) should be referred to the KBCC for further discussion and resolution. The KBCC will respond to the dispute in accordance with the dispute resolution procedures set forth in Section 6. It is not intended that the KBCC resolve or mediate technical issues related to TAT recommendations. Disputes involving a recommendation for a Federal Lead Agency Party may be referred to the KBAC for further discussion and resolution.

**F. Public Participation.**

The public may provide input on an issue at scheduled TAT meetings or outside the TAT process as provided under the Charter for the TAT and its public processes. However, general public participation may be limited when phone conferencing is necessitated during in-season operations.

**G. Emergency Meetings.**

Any voting member of the TAT may call a meeting when an emergency situation requires action of the TAT, as provided in the Agreement. Such a meeting must comply with the public notice provisions that may be required under the Charter. Otherwise, emergencies may be addressed by federal, state, local government and tribal Party TAT representatives only (Appendix Table D-2), without public notice, if critical action is time sensitive.

**III.**

**Managed Environmental Water**

Once chartered, the TAT shall provide recommendations to the Secretary of the Interior concerning Managed Environmental Water in accordance with Sections 20.3 of the Agreement and Applicable Law.

The TAT is a year-round technical body. Winter activities (November through February) will consist of development of recommendations for use of Managed Environmental Water in an Annual Water Management Plan, and recommending actions on management of winter lake and river operations, especially pertaining to storage and release rates at Link River Dam in light of changing forecasts. In-season (March through October), the TAT will ensure that timely recommendations are forwarded to the Secretary of the Interior (Secretary) to accomplish the purposes of Sections 20, consistent with recommendations in the Annual Water Management Plan as adjusted on the basis of

continuous information and analysis. A significant task will be balancing releases from Link River Dam with irrigation diversions and return flows to achieve desired fishery conservation objectives. Post-season activities will consist of a review of the previous year's analyses and performances, and updating **TAT** operating procedures as needed. The **TAT** will report to the KBCC on a scheduled basis and upload information on the Internet regularly.

### **Operating Procedures for Managed Environmental Water**

#### **A. Annual Water Management Plan and Environmental Water Management Recommendations.**

No later than March 15 each year, the **TAT** shall recommend to the Secretary the preferred timing of Managed Environmental Water to optimize benefits for fish and wildlife resources. This will be done through recommendations in an Annual Water Management Plan based on the run-off forecast and other factors specific to that year and the guidance principles as provided in the Agreement. This plan will set recommendations for “default operations” for the year, subject to alteration due to hydrologic or other changes in circumstance. All interested Parties may participate in plan development and the public will be given an opportunity to review and comment on the draft plan. The plan will be subject to continuous adjustment based upon comments from Basin stakeholders and real-time hydrological and biological data on conditions within the Basin.

In-season, the **TAT** will provide to the Secretary technical recommendations on Managed Environmental Water for the succeeding two weeks based on available information and pending recommendations. These recommendations should state flow or lake level objectives (e.g., keep flows at a location X in a W-Z range, or keep Upper Klamath Lake at level A through time period B), the biological or other basis for the recommendation, the biological risks and benefits associated with implementing the proposed recommendation, and information on how well the recommendation comports with regulatory requirements. Expected Klamath Reclamation Project operations will be evaluated and taken into account consistent with Section 15.1.1.A of the Agreement.

The recommendations should state the identity of those **TAT** voting members who have reviewed and support the recommendation. The **TAT** will strive for consensus in developing recommendations. In the absence of consensus, majority and minority reports (or alternative recommendations) may be produced, with minority reports prepared by those who do not support the majority recommendation. Parties shall have the option of pursuing the disputes as described in the Decision and Dispute Resolution Section (II E).

When a recommendation has been properly submitted, the Secretary should be prepared to timely describe for the record the operational options and implications of meeting the recommendation. If the decision by the Secretary is to adopt and implement the recommendation, the recommendation and decision will be documented for the minutes. If the Secretary does not agree to implement the recommendation, the Secretary will

describe for the minutes both the intended operation and the basis for that decision. If the Secretary believes the best available biological information supports a position that differs from that of the recommendation, the explanation should acknowledge this difference and should include whatever information is necessary to support the alternative view.

**B. In-Season Management Data.**

Consistent with the Agreement and in particular with Appendix E-1, the TAT will use the Natural Resource Conservation Service (NRCS) 50% exceedance forecast for inflow to Upper Klamath Lake as the basis for its recommendations, but may develop or use other short-term forecasts to better inform its recommendations. The types of forecasts employed and the specific protocols for those forecasts are expected to be developed by the TAT and to evolve in response to adaptive management operations.

During critical times of year for Fish Species, TAT members will produce and distribute biological information on those Species. TAT members will provide relevant information on other wildlife resources. Information will be posted on a website.

**C. Meetings**

Between the last week of February, and up to at least September 30 of each year, the TAT will meet twice monthly, or more often if necessary, to facilitate in-season operations related to Managed Environmental Water. The principal purpose of the meetings will be to review the status of the preceding week's recommendations and operations, project operating data, biological data, and to make new recommendations on management of Environmental Water for Klamath River flows and lake levels for the following week(s). Consistent with Section 19, equal consideration will be given to Upper Klamath Lake and Klamath River flow issues, as they are part of the same ecosystem.

A Designated Federal Official shall facilitate the meetings and be the responsible party for operational logistics.

# **Draft Communications Proposal for Klamath Basin Coordinating Council**

Prepared by S. Craig Tucker & Glen Spain, Feb 24, 2011 for consideration

## **Statement of Need**

The Klamath Basin Coordinating Council (KBCC) was established by the Klamath Basin Restoration Agreement (KBRA) to “promote continued collaboration, cooperation, coordination, and consultation among Parties and others as elements of the Agreement are implemented. The KBCC will provide for general oversight and administration, including activity and program coordination, information sharing, priority setting, fund seeking, and dispute resolution related to implementation of the Agreement...*The KBCC will serve as the primary forum for public involvement in implementation of the Agreement.*” (KBRA Appendix D.3)

It should be noted that the KBCC does not provide advice or recommendations to Federal Agency Parties and thus is not subject to the Federal Advisory Committee Act requirements. Nevertheless, the KBCC has independent obligations under the KBRA not only to encourage public involvement in KBRA implementation, but also to keep the public informed about KBRA-linked activities.

It should also be noted that many of the actions contemplated by the KBRA are actions by federal or state agencies. Public input to such actions will be managed by the relevant agencies pursuant to applicable laws which mandate public participation in the decision making process such as the National Environmental Policy Act or California Environmental Quality Act, and more. However, the KBCC can certainly serve as an information clearing house so that members of the public have a one-stop access point to what could otherwise be scattered information on these related agency processes.

In order to effectively bear the responsibility granted by the KBRA Parties, the KBCC must establish clear communication objectives, develop tools for meeting these objectives, and clearly define the scope of its communications responsibilities. That scope, however, includes only official KBCC communications, and does not extend to the communications efforts of any of its member Parties.

## **Communication Plan Scope**

The KBCC purpose and function as stated in the KBRA (see Appendix D-1, Sec. II) commits the KBCC to the following in terms of communications:

1. Provide public updates on the progress of KBRA implementation.
2. Provide public access to relevant KBCC decisions and recommendations along with any minority reports.
3. Provide a forum and mechanism to solicit, receive, and consider public input on KBCC activities.

## **Establish A Standing KBCC Communications Committee**

The KBCC Communications Committee should be a standing committee that will meet on an *ad hoc* basis as directed by the KBCC. The KBCC Communications Committee will make recommendations to the KBCC, or otherwise offer advice, as to what events are newsworthy enough to warrant official KBCC press outreach, draft press materials, draft language for the KBCC website, and help prepare any other outreach materials that will be specifically originating from, or be attributed to, the KBCC.

These materials must be approved by the KBCC in accordance with its Communications Protocols before release to the public. As needed, the KBCC Communications Committee will recommend one or more individuals to serve as a KBCC contact spokesperson for approval by the full KBCC as needed, on a case-by-case basis.

## **KBRA Implementation Updates and Oversight**

The terms of the KBRA require the KBCC to publish an annual progress report by March 31<sup>st</sup> of each year (Sec. 5.4.2.B). After the report is drafted, the KBCC Communications Committee will draft an executive summary and press release for approval by the KBCC in accordance with its Protocols.

KBRA Sec. 5.4.2.A also requires either the KBCC or the KBAC, as applicable, to report monitoring results on a real-time basis through a web site or similar mechanism. This is part of a larger obligation to keep the public well informed through the Coordination and Oversight provisions of the KBRA (Sec. 5) in order to maximize public benefit as well as understanding of KBRA programs.

## **Public comment**

The KBRA outlines a responsibility to implement its programs and to operate in a publicly transparent manner, actively solicit public input, and consider public input in decision making.

To facilitate this, the KBCC Communications Committee or its designee must effectively notice upcoming meetings through general notices to local media outlets, emails to individuals requesting information, and on a dedicated KBCC website.

In addition, written public comments should be received and recorded as part of the meeting record and, to the extent feasible, be made available online.

## **Development of the KBCC Website**

In order to meet the objectives of this Communications Plan and the KBRA, the KBCC must establish a dedicated website with at least the following elements:

- KBCC description
- KBRA description
- Downloadable copies of the KBRA and KBRA Summary
- List of Parties and their designated representatives
- Meeting calendar and meeting agendas with attached documents
- A record of previous KBCC decisions and minority reports
- Official KBCC Press releases
- Official KBCC reports, publications or updates
- Links to real-time monitoring data and data archives to the extent available
- Fact Sheets and other information as approved by the KBCC

Additional elements would be added as needed. Management of that web site will also be necessary on an ongoing basis in order to assure that the content is current, accurate and available in easily accessible downloadable formats. This requires at least some ongoing funding for dedicated staff time for this purpose.

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