

Klamath Tribal Water Quality Consortium Strategic Plan and Bylaws

THIS STRATEGIC PLAN AND BYLAWS has been reviewed and approved by the following Tribal Councils through each Tribal Council adopting a resolution:

BETWEEN: ***Quartz Valley Indian Reservation***
Address: 13601 Quartz Valley Rd., Fort Jones, CA 96032
Resolution Date: _____ Resolution Number: _____

AND ***Yurok Tribe***
Address: 190 Klamath Blvd. P.O. Box 1027, Klamath, CA 95548
Resolution Date: _____ Resolution Number: _____

AND ***Karuk Tribe***
Address: 64236 Second Avenue, PO Box 1016, Happy Camp, CA 96039
Resolution Date: _____ Resolution Number: _____

AND ***Hoopa Valley Tribe***
Address: 11860 State Highway 96, P.O. Box 1348, Hoopa, California 95546
Resolution Date: _____ Resolution Number: _____

AND ***Resighini Rancheria***
Address: 156 Klamath Beach Rd, P.O. Box 529, Klamath, CA 95548
Resolution Date: _____ Resolution Number: _____

(Hereinafter referred to individually as a "Party" and collectively as "the Parties")

RECITALS

WHEREAS the Parties wish to cooperate for coordinated water quality monitoring programs that benefit many agencies in the development of various management documents and policies

AND WHEREAS this Strategic Plan and Bylaws sets out the relationship between the Parties and the organization of the work.

IT IS HEREBY AGREED AS FOLLOWS:-

1. **DEFINITIONS**

1.1 In this Strategic Plan and Bylaws, the following terms shall have the following meanings:

“Consortium”	means the Parties collectively.
“Effective Date”	means the date when the Tribal Council for each Party has adopted a resolution approving this Strategic Plan and Bylaws.
“Program”	means the collaborative <i>Klamath Tribal Water Quality Monitoring Program</i> as described in Schedule 1 of this Strategic Plan and Bylaws.
“Chair/Program Manager”	means the person appointed by the Steering Group to run the day-to-day operation of the Program.
“Steering Group”	means the committee appointed to be responsible for managing the Program, whose individual members are set out in Schedule 2 of this Strategic Plan and Bylaws.
“Strategic Plan”	means the long-term goals of the Consortium, to be implemented each year with an Annual Work Plan/Budget. The Strategic Plan is included in Schedule 1 of this Strategic Plan and Bylaws.
“Annual Work Plan/Budget”	means a list of specific tasks and sub-tasks to be implemented each fiscal year (July 1 – June 30), to carry out the overall Strategic Plan. It will include an estimated budget for each task and sub-task.
“Administration of Funds”	means the Lead Institution will drawdown, disperse, and reimburse individual Parties (section 2 herein) as well as consultants/contractors (section 5.2.4 herein)
“Funding Entity”	Means an entity that provides funding to the Lead Institution to enable the Consortium to implement the Annual Work Plan/Budget. Anticipated examples of Funding Entities include but are not limited to the U.S. Environmental Protection Agency and U.S. Bureau of Reclamation.

1.2 Headings contained in this Consortium Strategic Plan and Bylaws are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa.

2. LEAD INSTITUTION

The Parties hereto agree that the ***Quartz Valley Indian Reservation*** will be the lead institution (“Lead Institution”) and administer Consortium funds on the Parties’ behalf in relation to the Program. Many of the tasks within the Annual Work Plan/Budget are expected to be allocated to individual Parties, which will necessitate the development of contracts between the Lead Institution and each individual Party. Each contract will address direct and indirect costs, procurement, reports to funding agency, and indemnification. An example contract is attached hereto as Appendix 1. These contracts will be in accordance with the fiscal policies and procedures of the Lead Institution, the individual Parties, and the Code of Federal Regulations incorporated herein by reference. The Lead Institution will utilize indirect costs from Funding Entities to develop and administer these contracts. Without prejudice to its authority to contract on behalf of the Parties in relation to the Program, the Lead

Institution shall take all reasonable steps in every occasion to seek and obtain the prior consent of each of the other Parties before signing agreements. If the Lead Institution does not receive a reply within five (5) days of giving notice seeking consent, the non-responding party will be deemed to have consented to the action. The Steering Group may change the Lead Institution by majority vote.

3. PURPOSE OF THE CONSORTIUM

The purpose of the Consortium is:

- The Consortium was formally known as the Klamath Basin Tribal Water Quality Workgroup and was initially formed following the 2002 adult salmon fish kill on the Klamath River when it was clear more technical expertise would be needed to engage in the management, monitoring and policy development that would follow this alarming cultural disaster. The developments of Total Maximum Daily Loads in the Klamath Basin to improve water quality impairments were beginning and PacifiCorp's hydroelectric dam FERC license was nearing expiration. Tribe's needed active participation in order to protect their threatened and already greatly impacted cultural resources. Over the past twelve years the Workgroup has worked collectively with great success and decided to become more formalized during the 2014 Fiscal Year formulating the Klamath Tribal Water Quality Consortium (KTWQC or Consortium). The Consortium feels this will enhance our ability to work with our state and federal partners to ultimately restore the Klamath basin and the resources these cultures are so dependent on. Through USEPA Clean Water Act funds the Consortium hopes to continue to collect water quality information critical to understanding the water quality impacts to cultural resources. Additional information about the Consortium is included in Schedule 2 (Strategic Plan) of this Strategic Plan and Bylaws.
- Carry out the Program by implementing the overall Strategic Plan and the Annual Work Plan/Budget agreed upon by the Parties each fiscal year.

4. COMMENCEMENT AND DURATION

This Strategic Plan and Bylaws shall commence on the Effective Date (see Definitions above). The Program is envisioned to continue long-term and thus this Strategic Plan and Bylaws shall continue to remain in effect until/unless all Parties withdraw from the Consortium.

5. PROGRAM MANAGEMENT

5.1 STEERING GROUP

The Parties shall establish, within thirty days after the Effective Date, a Steering Group which shall be composed of one duly authorized representative of each Party. Each Party shall also designate up to two alternates who can represent the Party on an interim basis if the representative is unable to attend a particular meeting. After having informed the others in writing, each Party shall have the right to replace its representative and/or to appoint a proxy, although it shall use all reasonable endeavours to maintain the continuity of its representation. The composition of the Steering Group is set out in Schedule 2. The Steering Group shall appoint a Chair/Program Manager from amongst its members.

5.2 RESPONSIBILITIES OF THE STEERING GROUP

5.2.1 Develop Strategic Plan

The Steering Group shall oversee development and adoption of an initial Strategic Plan. The Steering Group will update the strategic plan on an as-needed basis.

5.2.2 Develop Annual Work Plans/Budgets

Each fiscal year, the Steering Group shall develop program funding proposals to be submitted to funding entities (including but not limited to the U.S. Environmental Protection Agency) by

the Chair/Program Manager on behalf of the Consortium, allocate budgets from awarded contracts/grants into specific tasks and sub-tasks (i.e. Annual Work Plan/Budget). When mid-year adjustments are necessary, the Steering Group will determine how to re-allocate funding among tasks and sub-tasks by a majority vote of Steering Group members via email or conference call.

5.2.3 Appointment of Chair/Program Manager

The Steering Group shall be responsible for appointing a Chair/Program Manager. The Chair/Program Manager will have responsibility for the day to day management of the Program and will report to the Steering Group.

5.2.4 Selection of Consultants/Contractors to Implement Annual Work Plans/Budgets

If it is necessary to hire consultants/contractors to implement tasks described in the Annual Work Plans/Budgets, the Lead Institution shall prepare and publish Requests for Proposals (RFPs) when appropriate. The Steering Group shall select consultants/contractors based on majority vote. The Lead Institution shall then develop contracts with the consultants/contractors in accordance with the fiscal policies and procedures of the Lead Institution and any applicable provisions of the Code of Federal Regulations.

5.2.5 Publications and Press Releases

The Steering Group shall decide procedures for dissemination of publications and press releases relating to the Program.

5.3 STEERING GROUP MEETINGS

The Steering Group shall determine the frequency of its meetings, but shall meet in person at least once yearly. The Steering Group will also conduct conference calls approximately quarterly, and communicate approximately monthly via email.

Additional meetings may be called by two or more Parties or at the request of the Chair/Program Manager. Meetings will operate under the following rules:

- 5.3.1 Each Steering Group member will have one vote.
- 5.3.2 The quorum for a meeting will be three (3) voting members.
- 5.3.3 Steering Group members may nominate a representative to attend meetings and vote on their behalf.
- 5.3.4 Votes, with the exception of a vote to terminate a Party's membership of the Consortium, will be decided on the basis of a majority vote of those attending and eligible to vote.

5.4 RESPONSIBILITIES OF THE INDIVIDUAL MEMBERS OF THE STEERING GROUP

In addition to the Steering Group's collective responsibility, individual members of the Steering Group will have specific responsibilities as determined by the Steering Group from time to time.

6. RESPONSIBILITIES OF THE PARTIES PERFORMANCE

- 6.1 Each Party undertakes to each other Party to perform and fulfill on time the tasks assigned to it by the Steering Group and all other of its obligations under this Strategic Plan/Bylaws and the Annual Work Plan/Budget. If a Party fails to complete its tasks and deliverables on time, then the Party's de-obligated portion shall be re-allocated by the Steering Group.

- 6.2 Towards the Steering Group and the Chair/Program Manager, each Party hereby undertakes to supply promptly to the Chair/Program Manager all such information or documents as the Chair/Program Manager and the Steering Group need to fulfill obligations pursuant to this Strategic Plan and Bylaws.
- 6.3 Towards each other, each Party undertakes to:
 - 6.3.1 notify each of the other Parties as a Party becomes aware of any significant delay in performance;
 - 6.3.2 inform other Parties of relevant communications it receives from third parties in relation to the Program.
- 6.4 Each Party shall use all best efforts to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.
- 6.5 Each Party shall write a summary of accomplishments and send to Lead Institution three weeks prior to the reporting deadline. Reporting deadlines shall be set by the Funding Entity. These summaries are necessary because the Lead Institution is required to report them to the Funding Entity.

7. ADDITION OF PARTIES TO THE CONSORTIUM

Institutions may be invited to join the Consortium only by the unanimous decision of the Steering Group and on the condition that the new institution becomes a party to this Strategic Plan and Bylaws.

8. WITHDRAWAL OF PARTIES FROM THE CONSORTIUM

8.1 WITHDRAWAL OF PARTIES

A Party may withdraw from the Consortium at any time by providing written notice to the Steering Group.

SCHEDULE 1 – Strategic Plan

SCHEDULE 2 - Composition of Steering Group

APPENDIX 1 – Sample Contract Between the Lead Institution and a Party

SCHEDULE 1 – Strategic Plan

Membership

The Klamath Tribal Water Quality Consortium is comprised of the five federally-recognized Tribes located along the Klamath River in California. Water Quality and Environmental Programs from the following Tribes are the representatives of the Consortium: Yurok Tribe, Hoopa Valley Tribe, Karuk Tribe, Quartz Valley Indian Reservation and Resighini Rancheria.

Background

The Consortium was formally known as the Klamath Basin Tribal Water Quality Work Group (Work Group) and was initially formed following the 2002 adult salmon fish kill on the Klamath River when it was clear more technical expertise would be needed to engage in the management, monitoring and policy development that would follow this alarming cultural disaster. The developments of Total Maximum Daily Loads in the Klamath Basin were beginning and PacifiCorp's hydroelectric dam FERC license was nearing expiration. Tribe's needed active participation in order to protect their threatened and already greatly impacted cultural resources. Over the past twelve years the Work Group has worked collectively with great success and decided during the 2014 Fiscal Year to formalize the collaboration by creating the Klamath Tribal Water Quality Consortium (KTWQC or Consortium). The Consortium feels this will enhance our ability to work with our state and federal partners to ultimately restore the Klamath basin and the resources these cultures are so dependent on. Because the Consortium is considered its own Tribal entity, it will be eligible to receive Clean Water Act base funding from the US Environmental Protection Agency (US EPA). Formation of the Consortium will not affect the amount of base funding that each Tribe will continue to receive from US EPA (i.e., Consortium funding does not compete with, precede, or reduce the funding each Tribe currently receives). The Consortium funds will allow continued collection of water quality information critical to understanding the water quality impacts to cultural resources.

US EPA first funded the Work Group through GAP funds as a means to build Tribal capacity. Tribes initially utilized these funds for the development of a coordinated approach to water quality monitoring from downstream of Iron Gate Dam to the estuary. Since 2002, the Work Group has worked closely together to ensure collection of the pertinent information to evaluate water quality impacts to cultural resources, salmon in particular. Each Tribe developed an approved Quality Assurance Project Plan through the Tribal US EPA Clean Water Act 106 program to establish sampling protocols, laboratory analysis and data interpretation. Some Tribes even developed water quality standards to protect those resources. Grab sampling for nutrients, bacteria, toxic algae and baseline water quality chemistry parameters always continues to be a refining process, as each year we learn more. In recent years, continuous water quality monitoring technology has advanced and the Tribes on the Klamath River have now installed real-time monitoring stations across the basin that transmit water quality data every 30-minutes to the Internet during base flow. Real-time management has become more possible now with the robust Tribal monitoring network.

This scientific infrastructure has led to Tribes becoming water quality monitoring leaders in the basin. Tribal technical analysis reports resulting from this dataset annually inform Tribes and agencies of the needs for the next step in refining monitoring plans, restoration goals and priorities. The past ten years have provided Tribes with the necessary baseline data and trend analysis to work effectively with many agencies in the development and implementation of multiple programs and policies designed to protect cultural resources in the Klamath Basin.

Mission

The mission of the Klamath Tribal Water Quality Consortium is to implement, coordinate and collaborate on water quality monitoring, analysis, and research throughout the Klamath Basin. Working together with our partners, we seek to provide the scientific information necessary to inform land and water management that will protect, promote, and preserve the cultural/natural resources and ecological processes upon which current and future generations of Tribal members depend.

Goals/Objectives/Activities

To implement this mission, the Klamath Tribal Water Quality Consortium will pursue the following goals, objectives, and activities:

Collect water quality data

Monitor physical, chemical and biological conditions of water bodies in the Klamath Basin, using U.S. EPA approved Quality Assurance Project Plans (QAPPs). Funds are required for sampling supplies, equipment, wages/fringe benefits, travel, and training. Data will be used for a variety of purposes, including establishing baseline conditions and tracking long-term trends as well as informing short-term management decisions like public health postings.

Maintain water quality monitoring databases and share data

Invest in our capabilities and tools to manage our data and share it with U.S. EPA and other entities using WQX. Some Consortium members share their continuous water quality data from some sites in real-time and we are seeking to expand that capability to additional sites.

Laboratory equipment/facilities

Some Consortium members have their own water quality laboratories. Investing in equipment and training will expand those capabilities.

Water quality standards

Develop and update Tribal water quality standards. Evaluate monitoring data against Tribal water quality indicators and/or standards.

Training and education

Attend technical trainings and meetings to build to staff capacity.

Participate in processes that affect water resources

Develop and submit comments on projects and processes that affect water resources such as proposed regulations (including the development/implementation of Total Maximum Daily Loads and state water quality standards), dam relicensing/decommissioning, timber sales, cattle grazing allotments, restoration projects, and research/monitoring reports. Attend meetings to represent Tribal interests.

Capacity building

Increase our capabilities to collect/analyse/understand water quality data, exercise regulatory authority within our jurisdiction, and implement projects to improve water quality.

Data analysis and reporting

Consortium members and our partners have collected rich multi-year physical, chemical, and biological datasets. Previous analyses of these datasets yielded insights which informed key management decisions such as the establishment of TMDLs and predicting the effects of dam

removal. Collaboration with consultants and academics brings additional expertise to increase the quality/value of such analyses and improve future sampling programs.

Collaboration/coordination

Consortium members actively collaborate with other groups within the Klamath Basin such as the Klamath Basin Monitoring Program, state/federal agencies, universities, consultants, and non-profit organizations. Collaboration is essential for ensuring data comparability (e.g., using shared protocols for collecting water quality data) and efficient use of resources (e.g., coordinating sampling dates/locations).

Outreach

The Work Group maintains the Internet site www.klamathwaterquality.com. The website includes links to Consortium members' Internet sites, Consortium members' water quality standards, annual water quality monitoring reports, and in-depth data analyses.

Funding Sources

We anticipate that the primary funding source available to support the Consortium's work will be various grant programs administered by the U.S. Environmental Protection Agency, including:

- Indian Environmental General Assistance Program (GAP) Grants
- Clean Water Act Section 106 Water Pollution Control Grants
- Clean Water Act Section 319 Nonpoint Source Management Grants

SCHEDULE 2 - Composition of Steering Group

Entity/Party	Designated Representative	Alternate Representative 1	Alternate Representative 2
Quartz Valley Indian Reservation, Environmental Program	Crystal Robinson: Environmental Director, Quartz Valley Indian Reservation, Environmental Protection Agency	Sarah Shafer: Fish and Water Coordinator, Quartz Valley Indian Reservation, Environmental Protection Agency	Marla Bennett: Program Manager, Quartz Valley Indian Reservation, Environmental Protection Agency
Yurok Tribe, Environmental Program	Micah Gibson: Assistant Director, Yurok Tribe Environmental Program, Water Division	Louisa McCovey: Environmental Director, Yurok Tribe Environmental Program	Suzanne Fluharty: Environmental Specialist, Yurok Tribe Environmental Program
Karuk Tribe, Department of Natural Resources	Susan Corum: Water Quality Coordinator, Karuk Tribe Department of Natural Resources	Grant Johnson: Water Quality Program Project Manager, Karuk Tribe DNR	
Hoopa Valley Tribe, Environmental Protection Agency	Ken Norton: Director, Hoopa Tribal Environmental Protection Agency		
Resighini Rancheria, Environmental Protection Authority	Dawn McCovey Heckel: Director, Environmental Protection Authority	Frank Dowd: Director, Water Resources Department	