

Appendix 1-D Karuk Memorandum of Understanding

This instrument is a correct copy of the original on file in this office.
ATTEST:
LAURA BYNUM
County Clerk of the State of California
In and for the County of Siskiyou.

By: Wendy D. King
Deputy

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SISKIYOU COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AND
THE KARUK TRIBE

This Memorandum of Understanding is entered into by and between the Karuk Tribe ("Tribe") and the Siskiyou County Flood Control and Water Conservation District ("District"), collectively referred to as "the Parties".

WHEREAS, in September of 2014, the Governor of the State of California signed legislation known as the Sustainable Groundwater Management Act, codified as California Water Code, §§ 10720 *et seq.*, ("SGMA") that requires groundwater resources throughout California to be managed by local Groundwater Sustainability Agencies; and,

WHEREAS, the District has been designated by the California Department of Water Resources as the Groundwater Sustainability Agency ("GSA") for the Butte, Scott and Shasta Valley Groundwater Basins ("Basins"); and,

WHEREAS, the Basins have been designated under SGMA as medium priority basins, requiring the District to prepare and adopt a Groundwater Sustainability Plan ("GSP") for the Basins by January 31, 2022; and,

WHEREAS, the Tribe is a federally recognized Indian tribe; and,

WHEREAS, the District recognizes the established Federal and State laws under which Native American tribal governments are treated as distinct legal and political entities, with their own powers of self-governance and self-determination; and,

WHEREAS, the Tribe has notified the District that the Tribe's aboriginal territory includes the mouth of the Scott River and it has a long standing interest in the health and productivity of both the Scott and Shasta Rivers; and,

WHEREAS, the Tribe has expressed that these rivers are fundamental to the health of the Klamath Basin fisheries, supporting populations of Spring Chinook Salmon, Fall Chinook salmon, ESA-listed Coho salmon, Pacific Lamprey, Summer steelhead, and Winter steelhead, and each of these species are intrinsic parts of the Tribe's culture and identity; and,

WHEREAS, the Scott River is a navigable waterway and 303(d) listed for water temperature impairment and sediment impairment; and,

WHEREAS, the North Coast Regional Water Quality Control Board's September 2006 Action Plan for the Scott River Sediment and Temperature Total Maximum Daily Loads stated that excessive sediment loads and elevated temperatures had resulted in degraded water quality conditions that impaired designated beneficial uses of water for the Scott River; and,

WHEREAS, the Shasta River is a navigable waterway and 303(d) listed for water temperature impairment and dissolved oxygen impairment; and,

WHEREAS, the North Coast Regional Water Quality Control Board's June 28, 2006 Action Plan for the Shasta River Temperature and Dissolved Oxygen Total Maximum Daily Loads stated that elevated temperature and low dissolved oxygen had resulted in degraded water quality conditions that impaired designated beneficial uses of water for the Shasta River; and,

WHEREAS, the Tribe continues to develop technical and scientific data through its Department of Natural Resources, which the District agrees to consider, with the understanding that a fair and balanced approach is pivotal to the success of a collaboratively developed GSP for the Basins; and,

WHEREAS, the Parties intend to memorialize a Communications Protocol intended to strengthen meaningful communication and information sharing, with the goal of enhancing the quality of the GSP that will result from the District's implementation of SGMA.

I. AUTHORITY.

- a. The Tribe, acting by and through the Karuk Tribal Council pursuant to the Karuk Constitution exercises its inherent sovereign authority to enter into this MOU.
- b. The District is a special district, established in 1959 by the Siskiyou County Flood Control and Water Conservation District Act, (Cal Uncod. Water Deer, Act 1240 §§ 1-38), and is the GSA for the Shasta, Scott and Butte Valley groundwater basins. The District's powers include the ability to enter into agreements and memorandums of understanding with other parties.

II. PURPOSE.

The Purpose of this MOU is to formalize good faith Communication Protocols between the Tribe and the District to i) mutually exchange and disseminate information pertinent to the District's development of a GSP pursuant to SGMA, and ii) discuss and ensure full dialog around science and technical information in order to understand and attempt to dispel discrepancies.

III. IMPLEMENTING ACTIONS.

- i. The Parties agree to meet in order to share disclosable information pertinent to the development of the GSP at mutually agreed upon dates, locations and times.
- ii. Any information the Tribe considers confidential, which the Tribe desires to share with the District, shall be marked as "confidential" in bold red font at the top of the first page of the document, and shall be accompanied by a statement of the legal basis upon which the District may withhold the document from the public pursuant to the California Public Records Act, Government Code section 6250 *et seq.*
- iii. The Parties agree that each Party will appoint a single representative to respond to inquiries on issues addressed in or affected by the MOU. The Tribe's representative may address public inquires, but is not required to.
- iv. The Parties agree that each Party may request DWR facilitation services to ensure the Parties continue working together.
- v. The Parties agree that at any time any Party may request an informal consultation meeting that will include two (2) Siskiyou County elected representatives and two (2) Karuk Tribal Council elected representatives and relevant staff for the purpose of attempting to resolve any issues arising from Technical Meetings or development of the GSP.
- vi. The Parties agree that if there is a lack of resolution at the informal consultation meeting any Party may request and be given an official Government to Government consultation meeting that would include a majority of the Karuk Tribal Council and the District Board, and be held in accordance with California's Ralph M. Brown Act.
- vii. In the event, after good faith communication, the Tribe considers an issue unresolved, the Tribe may document the issue by way of letter or memorandum and submit it to the District prior to the District's adoption of the GSP during the local comment period. The Tribe's letter or memorandum and the District's response shall be included in full in a Tribal Comments and Response appendix of the GSP.

IV. TERM.

- a. This MOU shall become effective upon execution by each of the Parties.

- b. The term of this MOU is from the effective date to January 31st, 2022, or, if earlier, to the date of the District's GSP submittal to DWR, unless terminated in accordance with the provisions of Section V.

V. TERMINATION.

Either Party may terminate this agreement upon thirty (30) days written notice to the other Party.

VI. LEGAL EFFECT.

- a. This MOU imposes no legally binding obligations upon any Party hereto. Rather it sets out terms for cooperation and data sharing, with the goal of enhancing the quality of the GSP that will result from the District's implementation of SGMA.
- b. The parties agree that the MOU is a public document.

VII. NOTIFICATIONS.

Any notification required under the MOU shall be in writing and shall be addressed as follows:

If to District:

Matt Parker
1312 Fairlane Road
Yreka, California 96097
mparker@co.siskiyou.ca.us

If to Tribe:

Joshua Saxon
64236 Second Avenue
PO Box 1016
Happy Camp, California 96039
jsaxon@karuk.us

VIII. AMENDMENT.

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

IX. ENTIRE AGREEMENT.

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist.

X. AUTHORITY TO EXECUTE.

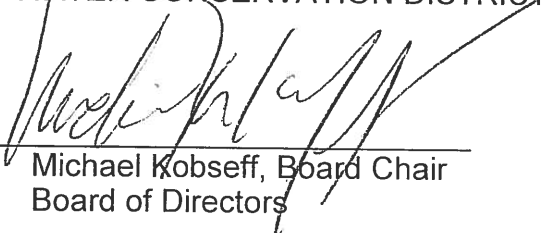
Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU.

KARUK TRIBE:

By: 
Russell "Buster" Attebery
Karuk Tribe Chairman

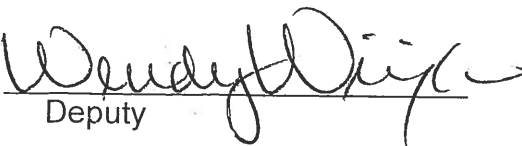
Date: 3-12-2020

SISKIYOU COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: 
Michael Kobseff, Board Chair
Board of Directors

Date: 3/17/2020

ATTEST:
LAURA BYNUM
Clerk, Board of Directors

By: 
Deputy