

**Memorandum of Understanding  
Regarding Collaboration, Mutual Support, and  
Restoration Efforts in the Klamath Basin**

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to recognize a partnership among the Klamath Tribes, Yurok Tribe, Karuk Tribe, and Klamath Water Users Association (KWUA) (collectively, “Parties”) to collaborate and cooperate on efforts in the Klamath Basin (Basin) in support of their common goals. This MOU also recognizes the commitment of the U.S. Department of the Interior (Interior) to work closely with the aforementioned Parties to secure funding for the restoration projects identified by the Parties and to implement other actions collectively identified by the Parties as appropriate.

The Parties share the common goals of achieving sustainability and resilience for the Basin, its communities, fisheries, and Tribal trust and other natural resources. The Parties recognize that all life and lifeways in the Basin are dependent on functioning, healthy ecosystems, that critical ecosystems have been impaired by a combination of stressors, and that protecting and restoring ecosystem function is central to long-term stability for all communities in the Klamath Basin. The Parties further recognize that the Bipartisan Infrastructure Law, the Inflation Reduction Act, and other Federal and State laws and initiatives have made available significant funding for restoration activities in the Basin as well as activities to address water supply challenges. Through this MOU, the Parties commit to working collaboratively with each other and with Federal and State agencies on restoration efforts that reflect their shared priorities and toward agreement on other actions that may improve water quality, stability, and reliability by restoring ecosystem resilience.

**II. Objectives**

- The Parties will work together to identify shared Klamath Basin restoration goals, priorities, and actions to improve water stability and reliability for ecosystem resilience, fish populations, and wildlife refuges, and irrigation.
- “Restoration” shall be construed broadly to include, but not be limited to, projects that will preserve, provide, or improve fish habitat, wildlife habitat, water quality, water conveyance, drought resilience, and the health or function of natural systems.
- The Parties will work together to develop recommendations for restoration efforts, including the identification of specific projects that could be initiated by one or more Party or allied entities within the next 1 to 2 years.
- The Parties shall acknowledge and incorporate traditional ecological knowledge, along with other available scientific information and practical experience, when identifying potential restoration projects, developing restoration proposals, and undertaking restoration activities.

- To the extent feasible and practical, two or more Parties or allied entities shall work together on designing, staffing, and constructing or completing these priority restoration projects and shall share expertise and resources.
- The Parties understand that large-scale restoration projects could impact water availability for other purposes.
- The Parties will discuss potential actions that might be taken to help provide adequate and reliable water for use in the Klamath Project and national wildlife refuge lands in the Basin.
- The Parties will strive for outcomes that provide multiple benefits from ecosystem restoration and agricultural modernization projects.
- The Parties will work closely with Interior, the Department of Commerce (Commerce), the Department of Agriculture (Agriculture), and the States of Oregon and California in furtherance of the objectives of this MOU.

### **III. Commitments in Furtherance of this MOU**

- Within 30 days of the effective date of this MOU, the Parties shall meet (in person or virtually) to identify specific restoration projects that could be initiated and completed within the next 1 to 2 years and could be funded through existing Federal or State programs or initiatives.
- The Parties shall strive for consensus in identifying and prioritizing such restoration projects.
- It is recognized that Parties are involved in parallel efforts that have objectives that overlap or complement the objectives of this MOU. Nothing in this MOU shall limit the ability of any party to initiate or complete restoration projects not subject to this MOU. However, Parties are encouraged to bring products of other efforts to the MOU Parties for awareness and consideration of support.
- For each priority restoration project, the Parties shall draft a statement that includes, at minimum:
  1. The type of project (i.e., on-the-ground implementation; feasibility study; design and permit work; research and monitoring);
  2. A summary of the specific tasks required;
  3. A schedule (anticipated start and end dates and key milestones along the way); and,
  4. An estimated budget (i.e., total cost of the project; potential for funding match; breakdown as to personnel costs, equipment, supplies, etc.).
- Concurrently with pursuing funding for and implementation of the restoration projects activity discussed above, the Parties agree to discuss other measures and approaches that might help provide adequate and reliable water for use in the Klamath Project and national wildlife refuge lands in the Basin, while ensuring adequate and reliable water for

ecosystem needs including Endangered Species Act-listed fish species and Tribal trust resources.

- Within 60 days of the effective date of this MOU, the Parties shall submit to Interior, Commerce, and Agriculture a joint letter identifying the Parties' priority restoration projects and include copies of the statement for each priority restoration project.
- Interior leadership will: (1) work with its component Bureaus (including the U.S. Fish and Wildlife Service and Bureau of Reclamation) to identify funding that can be directed to the Parties' priority restoration projects and will coordinate with Commerce, Agriculture, the States of Oregon and California, and other potential partners to secure additional funding for these priority projects; (2) work and coordinate with those same entities to realize other actions identified by the Parties in support of the objective of this MOU; and (3) take actions within its power, including coordination with such agencies, to streamline review and permitting of projects.

#### **IV. Identification of Additional Restoration Projects and Actions**

The Parties recognize the urgency of identifying, initiating, and completing critical Basin restoration efforts, and maintaining stable communities within the next 1 to 2 years. The Parties further recognize that there are longer-term projects and actions that may contribute to restoration, sustainability, and resilience in the Basin. After the initial short-term priority restoration projects and other actions are identified, the Parties will continue to work together to identify longer-term restoration projects that could be initiated and/or completed over the next 3 to 5 years. The Parties will follow the process identified in section III, above, to identify and prioritize longer-term projects and develop proposals for such projects.

#### **V. Duration**

There is no specific duration for this MOU. The intent is that the Parties will make an ongoing commitment to participate in this partnership. Any Party, however, can withdraw from this MOU by providing written notice to the other Parties. Such withdrawal shall become effective 10 calendar days after such notice.

#### **VI. Additional Parties**

The list of Parties to this MOU may be expanded to include other Basin stakeholders, Tribes, local governments, or Federal or State agencies. The original Parties to this MOU must unanimously agree to add additional parties, and any additional parties must agree to abide by the terms of this MOU. If Federal or State agencies become parties to this MOU, they will be delineated as "Agency Parties" and shall work with the original Parties to memorialize how they can best assist the original Parties in meeting the purposes of this MOU.

#### **VII. Federal Advisory Committee Act**

This MOA is not intended to facilitate recommendations or advice to any Federal agency and is therefore not subject to the Federal Advisory Committee Act.

## **VIII. Signatures**

This MOU will become effective on the date of the last signature.

U.S. Department of the Interior

By: \_\_\_\_\_

Name: Deb Haaland

Title: Secretary of the Interior

Date: JAN 29 2024

Klamath Tribes

By: Clayton Dumont Jr.

Name: Clayton Dumont, Jr.

Title: Chairman

Date: 2/1/2024

Yurok Tribe

By: 

Name: Joseph L. James

Title: Chairperson

Date: \_\_\_\_\_

Karuk Tribe

By: 

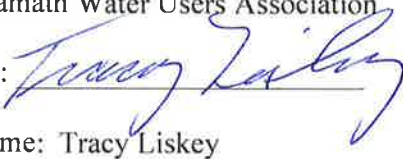
Name: Russell Attebery

Title: Chairman

Date: 2-1-2024



Klamath Water Users Association

By: 

Name: Tracy Liskey

Title: President

Date: 1-31-2024