

## EXHIBIT 3

### Sacramento River Science Partnership Charter

*This draft Charter constitutes a general agreement, understanding, and framework for the establishment and implementation of the Mainstem Sacramento River Integrated Water and Fish Science and Monitoring Partnership. The Charter does not represent a legally binding agreement; but it does constitute a commitment on behalf of its signatories to participate and contribute to its mission.*

**Official Designation:** Sacramento River Science Partnership (“Partnership”).

**Initial Members:** The Partnership consists of the following initial Members

- Sacramento River Settlement Contractors
- Bureau of Reclamation
- National Marine Fisheries Service West Coast Region
- National Marine Fisheries Service Southwest Fisheries Science Center
- California Department of Fish and Wildlife
- U.S. Fish and Wildlife Service
- Department of Water Resources

**Member Authorities:** The Partnership includes certain federal and state agencies with diverse authorities under federal and state law that will inform the scope of their participation in the Partnership. This section includes any language provided by an agency describing its relevant authorities. Submission of these descriptions is optional for a member agency.

*U.S. Bureau of Reclamation:* Reclamation is a federal agency within the U.S. Department of Interior charged with the operation of the Central Valley Project (CVP). The Reclamation Act of 1902, as supplemented and amended, authorizes participation including the Rivers and Harbors Act of 1937 which brought the CVP under Reclamation Law and the Central Valley Project Improvement Act (CVPIA) of 1992 which added fish and wildlife mitigation, protection, restoration, and enhancement as project purposes of the CVP. Reclamation is seeking to: understand the scope and purpose of member activities as they relate to improving the scientific basis for the operation of Shasta Dam or the selection of projects and studies under the CVPIA; update and communicate Reclamation priorities for investing in activities; and establish partnerships with members willing to bring additional or complementary resources.

**Mission Statement:** To establish and maintain a science enterprise for voluntary collaborative research, modeling, monitoring, and synthesis relevant to salmonid and other in-river species recovery and water management on the main stem Sacramento River to facilitate joint learning and fact-finding between and among scientists and managers.

**Objectives:** The Partnership will achieve its Mission by pursuing the following objectives:

- Disclose and discuss ongoing and planned monitoring, biological and physical modeling, and analysis and synthesis related to voluntary species recovery and water management goals.
- Disclose and discuss priorities for reducing uncertainty regarding the conditions necessary to achieve desired fishery and water management goals by developing and applying one or more conceptual models linking actions to expected outcomes to provide for transparency in the scientific basis for decision making and priorities.
- Identify and pursue opportunities to consolidate the number of collaborative forums addressing fishery needs in the upper Sacramento River watershed and support a regional structured decision-making process (that includes structured decision making under the Central Valley Project Improvement Act and Life Cycle Model).
- Coordinate a Science and Monitoring Plan for the upper Sacramento River that is integrated with other science and monitoring efforts addressing Central Valley salmon stocks.
- Develop and undertake experimental actions to test hypotheses and address shared priority management questions.
- Facilitate and establish protocols for collaboration among the scientific and stakeholder community for the discussion of findings, prior to publication, and the shared synthesis of new science into decision support models.
- Identify and understand the trade-offs of decisions between different species and water uses

**Scope:** The scope of the Partnership includes investigating and communicating those areas of voluntary scientific inquiry most relevant to species recovery and water management goals in the Sacramento River watershed. The current list of research efforts and priorities includes:

- Understanding temperature tolerances and other conditions necessary for salmonid egg incubation and early life stages;
- Understanding non-temperature sources of mortality including, pathogens, predation, lack of suitable spawning habitat, and redd de-watering, among others;
- Understanding conditions necessary for juvenile spring-run survival;
- Assessing the quantity, condition and habitat needs of emerging juvenile fry and smolts, including synthesizing information from existing monitoring and advances in genetics and otolith research, and exploring management relevance;
- Developing decision support tools for species recovery including physical and biological modeling and exploring integration with management questions including understanding effects between species;
- Understanding research needs associated with reintroductions of winter run Chinook salmon;
- Understanding the fishery needs within the Sacramento Mainstem with a focus on salmonids and concern for other species of interest as well; and
- Understanding key physical and engineering constraints associated with operations and diversions.

**Decision Making:** The Partnership is primarily intended to encourage the sharing of information to support perspectives and priorities of the Members on the Sacramento River and to promote collaboration in a voluntary science enterprise. It is the sole discretion of individual agencies responsible whether to disclose activities or to subject an action under their authority to discussion under this Charter or to continue discussions under this Charter. Members shall not subject activities outside of their authority to the processes in this Charter.

The Partnership will not seek or provide consensus advice or recommendations to its Members. By openly discussing science from their individual perspectives, the Members anticipate that opportunities to promote effective and efficient science may emerge. Members will seek to understand the interests and priorities of other Members and may from time to time test support for different approaches or courses of action. Members are anticipated to independently evaluate information obtained through the partnership and shall make decisions independent of the partnership. Members agree to manage procedural needs, such as meeting scheduling and agenda development, informally and in a way that encourages mutual participation.

**Process:** The Partnership will pursue its objectives using a variety of processes, tools, methods, and approaches consistent with agreements about Decision Making (above). These may include, without limitation:

- Developing metrics for the biological objectives that would measure success towards desired fishery and water management goals.
- Identifying the management actions under consideration for the desired fishery and water management goals to identify the relevant decisions under consideration.
- Developing conceptual and quantitative models for linking management actions to the objectives and list the relevant management questions.
- Using the quantitative models to assess the value of different actions and prioritize where answering management questions and reducing uncertainty would change decisions.
- Updating and refining management action, models, and priorities as activities are implement and/or membership changes.
- Conducting periodic open forums and public workshops to inform others of the activities undertaken within the Partnership
- Conducting peer review of science, results, and other products of the Partnership.

The Partnership will be transparent, flexible and results-focused in utilizing different processes, and will regularly evaluate progress and consider adjustments or modifications to improve prospects for achieving objectives. In addition to familiar approaches to promoting effective collaboration, the Partnership will explore a variety of formal or structured processes demonstrated to be effective in achieving similar objectives.

**Additional Membership:** The Partnership is not fixed and additional Members are anticipated. Member representatives must be in a senior position with their respective agency,

organization, group, or tribe, with knowledge of water management and restoration activities in the Sacramento River. The addition of new members will not affect the purpose of this Partnership to promote mutual understanding of interests and priorities, and in particular, will not require or result in consensus advice or recommendations to any federal agency.

**Officers:** The Partnership may agree on a Chair, Co-Chairs or an alternate structure to best implement this Charter.

**Facilitation:** The Partnership recognizes the value of third-party facilitation assistance to promote efficiency, understanding of interests and priorities, and clarity about opportunities to promote science, as well as reliable records of meetings. The Partnership will seek to have all meetings and efforts facilitated, and for the facilitator to coordinate with Members and officers, if any, to carry out the goals and objectives of the Charter. Agendas will reflect input from all Members and will not be controlled or managed by any single Member. Financial support for facilitation may be provided by one or more Members. Such support does not constitute management or control.

Members shall agree upon a facilitator by consensus of the members participating in this Charter at the time of selection. The facilitator shall have responsibility for structuring meetings and products under this Charter and may seek input from members. The authority of the facilitator will be adapted to specific procedures or methods adopted by the Partnership. The group will follow the norms for interagency collaboration (i.e. data sharing, work planning, etc.) established by the Interagency Ecological Program (IEP) (see Attachment A).

**Meetings and Sub-groups:** Meetings will be convened at such times as designated by the Members. Subcommittees may be formed for the purposes of compiling information or conducting research. Subcommittees will not provide advice or work products to a Member directly but rather report to the Partnership with this information. Subcommittees will meet as necessary to accomplish their assignments, subject to the approval of the Partnership and the availability of resources.

**Relationship to other processes:** The Partnership is exploring relationships to other existing efforts including the Collaborative Science and Adaptive Management Program/Collaborative Adaptive Management Team, Science Integration Team, Central Valley Project Improvement Act, and Interagency Ecological Program. Efficient and effective integration with those efforts is provided for under the terms of this Charter. In addition, formal regulatory and administrative processes are underway in the Sacramento River Mainstem concerning water and fish, including ESA Section 7 processes, NEPA processes, SWRCB processes, and research permit processes. Nothing in this Charter is intended to alter or substitute for those processes, provide for consensus advice to those processes, or effectuate participation in those processes beyond what is provided for by statute, regulation or prior agreement. Where activities are mandated by such formal regulatory and administrative processes, such activities shall be addressed outside of this Charter.

## **General Provisions**

**Non-binding Nature:** This Charter is legally nonbinding and in no way: **(i)** impairs any Member from continuing its own planning or project implementation; **(ii)** limits a Member from exercising its regulatory authority in any matter; **(iii)** infers that a Member's governing body or management will act in any particular manner on a project; or **(iv)** gives any of the Members any authority over matters within the jurisdiction of any other Member. Nothing in this Charter creates any legal rights, obligations, benefits, or trust responsibilities, substantive or procedural, enforceable at law or in equity, by a Member against any other Member, a Member's officers, or any person.

**Term:** This Charter will become effective upon signature of all Members and shall remain in effect for three years unless terminated by mutual agreement of the Members. Upon the expiration, the Charter may be renewed or extended through written agreement of all Members. A Member may withdraw from this Charter at any time by notifying all other Members in writing.

**Amendments:** Modifications or amendments to the terms of this Charter shall be in writing and executed by all Members.

**Relationship of Members:** Execution of this Charter does not create a new legal entity with a separate existence from the individual Members. This Charter also does not result in the joint exercise of powers as set forth in California Government Code section 6500 et seq. Nothing in this Charter creates an agency relationship between any of the Parties. This Charter neither expands nor is in derogation of those powers and authorities vested in the Members, or any of them, by applicable laws, statutes, regulations, or Executive Orders, nor does it modify or supersede any other applicable interagency agreements existing as of the date of this Charter.

**Funding and Availability of Funds:** The Partnership is not intended to be a funding program. The Partnership member will proactively facilitate coordination between project proponents to connect projects with appropriate funding program to meet the Partnership's priorities. Through a process of science prioritization, the Partnership will organize, integrate, advance and support science activities across agencies and programs to address decision-makers' needs in a collaborative manner.

Any funding by any Member toward a science priority under the Charter is subject to the requirements of any and all applicable laws, regulations, and procedures. Nothing in this Charter is intended or shall be construed to authorize or require the obligation, appropriation, reprogramming, or expenditure of any funds by any Member. Pursuant to the Anti-Deficiency Act, 31 U.S.C. 1341, 1342, and 1517, all commitments made by Federal signatories to this Charter are subject to the availability of appropriated funds. Any funding commitment or services, if pursued, will be handled in accordance with applicable laws, regulations, and procedures.

**Approval/Signatories**

In furtherance of the mission, goals, objectives, and other matters described above, the duly authorized representatives of the organizations below, hereby agree to the provisions of this Charter.

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Roger Cornwell  
Chairman  
Sacramento River Settlement Contractors

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Date

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Ernest Conant  
Regional Director  
United States Bureau of Reclamation

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Date

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Barry A. Thom  
Regional Administrator, West Coast Region  
National Marine Fisheries Service

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Date

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Kristen Koch  
Science and Research Director  
National Marine Fisheries Service Southwest Fisheries Science Center

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Date

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Charlton H. Bonham  
Regional Director  
California Department of Fish and Wildlife

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Date

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Paul Souza  
Regional Director  
U.S. Fish and Wildlife Service

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Date