

**DRAFT CHARTER**  
**Version 2**  
**OF THE**  
**COLUMBIA BASIN FISH AND WILDLIFE AUTHORITY'S**  
**Resident Fish Committee**

**PART I – PREAMBLE**

Nineteen federal and state agencies and Indian tribes manage Columbia Basin fish and wildlife resources. Most of the agencies and tribes have management authority over a discrete geographic area of the Columbia Basin that is defined by political boundaries. Management activities are disjointed because no single agency or tribe has authority over habitat necessary for all phases of the life history of a species or over all species within a particular ecosystem. The fish and wildlife managers, however, are united in their desire to establish and maintain a mechanism to coordinate their management activities.

The Columbia Basin Fish and Wildlife Authority (Authority) was established in 1987 as an informal collaborative for the region's fish and wildlife managers. The managers established the Authority to coordinate the efforts of its Members to protect and enhance fish and wildlife resources of the Columbia River Basin through joint planning and action. The Authority provides a forum to facilitate the exchange of information among Members on matters affecting anadromous fish, resident fish, and wildlife resources and their habitat in the Columbia River Basin for informed, coordinated decisions and joint actions by the Members and more effective review of other uses of the Basin in relation to fish and wildlife. The Authority is a consensus-based organization. The Members pledge to cooperate in good faith to participate in the consensus process.

**PART II – PURPOSE**

Through this Charter, the Resident Fish Committee (RFC) is established as a technical committee of state and federal fish and wildlife agencies and Indian tribes (Members). The purposes of the RFC are –

- (1) to assure comprehensive and effective planning and implementation of resident fish programs in the Columbia River Basin, ongoing or proposed, consistent with requirements of applicable law;

(2) to facilitate discussion among resident fish managers in an effort to find consensus, to improve the quality of fish and wildlife decision-making, and to influence other regional decision-makers; and

(3) perform analyses and recommendations that shall --

(A) account for all applicable information and prior research;

(B) address practicable alternatives; and

(C) account for risk and uncertainty.

When evaluating projects, the RFC will first develop specific evaluation criteria through consensus agreement that reflect established policies and priorities of the Members.

### **PART III – OBJECTIVES**

#### **Section 301. – Fish and Wildlife Management Coordination**

The RFC shall –

(1) coordinate interagency activities of the Columbia River Basin between the federal and state fish and wildlife management agencies and Indian tribes or their tribal coordinating entity(s);

(2) support the development and implementation of cost-effective resident fish programs;

(3) prioritize management needs;

(4) develop and coordinate mitigation of resident fish losses of the Columbia Basin due to hydroelectric development;

(5) coordinate the development of cost-effective research, monitoring and evaluation projects to focus on priority issues and avoid redundancy;

(6) encourage effective communication with and involvement of stakeholders in natural resource decision processes in the Columbia Basin.

#### **Section 302. – Columbia Basin Fish and Wildlife Program Coordination**

The RFC shall –

(1) provide a centralized, regional entity for coordinating the Member's role in the design and implementation of resident fish programs for the Northwest Power Planning Council's Fish and Wildlife Program;

(2) provide technical analyses related to the development of measures concerning resident fish and hydropower relationships;

(4) coordinate development of resident fish and habitat restoration measures (natural production); and

(5) coordinate development and operation of resident fish artificial production measures in the Columbia Basin.

### **Section 303. – Coordination of Land and Water Management Cooperation**

The RFC shall –

(1) coordinate activities between the RFC and all the water and land planning and management authorities of the Columbia River Basin;

(2) facilitate the development of resident fish habitat restoration measures;

(3) ensure coordination of all relevant entities in the resident fish production planning process;

(4) coordinate activities to improve resident fish production, survival, and harvest in the Columbia Basin considering, when relevant and appropriate, any Comprehensive Management Plan; and

(5) ensure communications between all relevant entities.

## **PART IV – PARTICIPATION**

### **Section 401. – Authority of Members Preserved**

(a) Participation in the RFC is based upon the authorities contained in the treaties, statutes, executive orders, and other legal responsibilities of the respective parties to oversee protection, mitigation, and enhancement of resident fish.

(b) Neither this Charter nor the operation of the RFC will alter the individual responsibilities and authorities of the parties.

### **Section 402. – Membership**

**(a) Member Organizations.** -- In order to recognize the needs and authorities of the variety of entities involved in resident fish issues in the Columbia Basin, RFC Membership shall include the following entities upon official execution of this Charter:

Burns-Paiute Tribe

Coeur d'Alene Tribe

Confederated Salish and Kootenai Tribes of the Flathead Reservation

Confederated Tribes of the Colville Reservation

Confederated Tribes of the Umatilla Indian Reservation

Confederated Tribes of the Warm Springs Reservation of Oregon

Idaho Department of Fish and Game

Kalispel Tribe of Indians

Kootenai Tribe of Idaho

Montana Department of Fish, Wildlife and Parks

National Oceanic and Atmospheric Administration (Fisheries)  
Nez Perce Tribe of Idaho  
Oregon Department of Fish and Wildlife  
Shoshone-Bannock Tribes  
Shoshone-Paiute Tribes  
Spokane Tribe of the Spokane Reservation, Washington  
U.S. Fish and Wildlife Service  
Washington Department of Fish and Wildlife  
Confederated Tribes and Bands of the Yakama Nation

### **Section 403. – Officers**

**(a) Selection.** -- The officers of the RFC shall be a Chairperson and Vice Chairperson. By August 1 of each year, officers shall be selected from a list of Members (term begins October 1<sup>st</sup>). Representation shall alternate every other year between state/federal agencies, and Member tribes or designated tribal coordinating bodies.

**(b) Duties.** – (1) The Chairperson shall –

(A) preside at all meetings of the RFC;

(B) assure that all instructions and statements of the RFC are properly executed;

(C) sign written statements requiring official signature as determined by the RFC;

(D) with the assistance of the Resident Fish Technical Analyst (RFTA), prepare a written agenda prior to each meeting with copies sent to each designee, the Members Management Group (MMG), Executive Director, and any interested parties no later than one week prior to each meeting; and

(E) with the assistance of the RFTA, distribute the action notes agreed to at each meeting to each designee, MMG, each committee, Executive Director, and interested parties who have made a request to attend a specified committee proceeding no later than one week after the meeting.

(2) The Vice Chairperson shall be vested with all the powers and perform all the duties of the Chairperson in the absence or disability of the latter. The Vice Chairperson is Chairperson-designate and takes the chair when it is vacant.

(3) The Chairperson or Vice Chairperson or a person designated by the Chairperson or Vice Chairperson shall attend all MMG and Authority Members meetings as necessary.

## **Section 404. -- Rules of Procedure**

### **(a) Procedural Guidelines. –**

(1) The RFC shall provide directions, through consensus actions, to the Authority's Executive Director and MMG.

(2) Participants shall retain the right to review and approve yearly committee activities.

(3) Participants shall retain, assign, or recall issues to the MMG as needed.

### **(b) RFC Meetings. --**

(1) The full RFC shall meet at the request of the Chairperson or Vice Chairperson or at the request of a majority of the RFC participants.

(2) All RFC meetings shall be open to the public and the public shall be provided an opportunity for limited comment.

(4) Closed meetings (executive sessions) may be called as necessary to discuss sensitive issues with final action to take place in open session.

(5) The RFTA shall facilitate RFC meetings but not be a part of the decision process. The RFTA will be responsible for the distribution of agendas, reports, etc., as well as meeting arrangements.

(6) Proxy participation is permitted at RFC meetings. Proxies must be in writing.

(7) All costs involved in RFC participation are the responsibility of each member unless otherwise provided.

### **(c) Rules of Order. –**

The RFC shall adopt rules of order to govern business at all meetings and to guide the actions of the RFC.

### **(d) Consensus Decision Making. –**

(1)(A) The RFTA shall circulate a draft consent agenda and a regular business agenda for each RFC meeting no later than 10 business days prior to the meeting. The RFTA shall place any item on the consent agenda when directed to do so by the Chairperson, Vice Chairperson or at the request of a majority of the RFC participants. The RFTA also may seek a decision of the RFC by consent mail delivered no later than 5 business days prior to the date a decision is requested.

(B) Any RFC participant must object in writing to an item on a properly circulated consent agenda or which was the subject of a consent mail request. A written objection to consensus on a consent agenda item or consent mail request must contain the reasons for the objection. An objection need not be in writing if the consent agenda is circulated less

than 10 business days prior to a meeting, or if a consent mail request is delivered less than 5 business days prior to the date on which a decision is requested. An objection received by the RFTA regarding an item for which consent approval is requested shall be considered an objection to consensus on that item, and the item shall be removed from the consent agenda or withdrawn from consent mail.

(C) At the request of any RFC participant, the RFTA may place an item for which consensus was not achieved on the regular business agenda for a subsequent RFC meeting.

(D) A RFC participant must be physically present or represented at a RFC meeting to object to consensus on a business agenda item if the item previously was removed from the consent agenda or a consent mail request but was placed on the regular business agenda for a subsequent RFC meeting.

(2) Following coordination on all issues, consensus positions will be sought pursuant to subsection (d)(1) before RFC actions are communicated under Authority letterhead. When consensus is not attained on an issue requiring external communication, and on a motion approved by a majority of the participating RFC participants, Authority letterhead will be used to advise whomever it may concern that consensus was attempted and to set forth the differing positions of the RFC participants.

(3) Any RFC participant may abstain or be absent from the consensus process without it becoming a dissenting opinion.

(4) A RFC participant who chooses not to participate in the consensus process, either by objecting to a consensus decision in writing under subsection (d)(1)(B), or in person under subsection (d)(1)(D), shall be deemed to have abstained from the decisionmaking process.

**(e) Dispute Resolution. –**

(1) If consensus cannot be achieved within the RFC on an issue before the RFC, the RFC Chairperson or Vice Chairperson shall submit majority and dissenting positions to the MMG for resolution by that group. Any remaining unresolved differences shall be raised by the MMG to the Authority Members for resolution.

(2) The form of referral by the RFC to the MMG shall be determined by the need for timely resolution of the issue. Issues requiring expedited resolution shall be referred via conference call, consent mail, or special meeting as determined by the Chairperson of the RFC. Other issues shall be placed on the agenda for consideration at the next regularly scheduled MMG meeting.

**(f) Funding. –**

(1) Bonneville Power Administration funding will be used to carry out all RFC activities described in Section 302.

(2) The RFTA shall prepare, for review and approval by the RFC, an annual work plan and budget that identifies sources and amounts of funds.

(3) The Columbia Basin Fish and Wildlife Foundation (CBFWF), established by the Members in October 1993 as a non-profit corporation under Oregon Law and a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code, will serve the contractual and fiscal functions of the Authority. The Executive Director of the Authority also shall serve as the President and Chairperson of the Board of Directors of the CBFWF.

### **Section 405. – Charter Amendments**

This Charter may be amended by consensus of the RFC.

## **PART V – ADMINISTRATION**

### **SECTION 501. – Technical Committees**

#### **(a) Communications. –**

(1) The Members shall release upon request any data or information provided to them by the RFC or Authority staff person that is cited by a Member agency or tribe as the basis for an operational action or otherwise cited as support for a public recommendation.

(2) The RFC shall not communicate statements of Authority policy positions or results of policy or technical analyses to nonmember entities unless previously approved by the Members or the MMG.

### **Section 503. – Administrative Decisions**

The RFC shall, as necessary, make Administrative Decisions, as addenda to the RFC Charter to be identified by serial numbers in the year the action is taken (e.g. 87-1).

### **Section 504. – Resident Fish Technical Analyst**

#### **(a) General Duties. --**

(1) The RFTA shall be guided by the RFC participants and shall receive direct supervision as determined by the RFC participants.

(2) The RFTA shall –

(A) facilitate discussion among RFC participants in an effort to find consensus;

(B) ensure the timely completion of the work products;

(C) prepare CBFWA annual reports and budgets for RFC review and approval;

(D) procure services, supplies and equipment when required to effect the work of the RFC; and

(E) perform such other duties as are set forth in this Charter or directed by the Chairperson.

(3) The RFTA shall deliver a draft of each meeting agenda to the RFC not less than ten working days prior to the meeting.

(4) The RFTA shall record and distribute meeting minutes to all RFC participants not more than ten working days following the meeting.

**(d) External Communications. –**

(1) The RFTA may, at the direction of the RFC Chairperson and with no objection by any RFC participant, --

(A) represent the RFC at meetings and public hearings to carry out decisions from the RFC; and

(B) maintain liaison between the agencies and tribes and the natural resource interest groups to provide information necessary for the support of effective resource management.

**Section 505. – CBFWA Staff**

**(a) Selection.** -- The Executive Director shall advertise vacant RFTA positions with notices to all the entities involved in the fish and wildlife activities of the Basin. A notice period of at least one month will be used. A representation of three MMG members (federal, state, Tribal) shall, through a process of resume reviews and personal interviews, prepare a short list of at least three top candidates. The list will be reviewed by the full MMG and forwarded with any comments to the Executive Director. The Executive Director is the selecting official and will be responsible for the final selection.

**(b) Conditions of Employment. –**

(1) All employees of the Authority shall recognize the staff function they perform for the Authority on behalf of its Members and that the authority for action remains with the Member entities.

(2) No employee of the Authority shall be deprived of employment, position, work, compensation, or benefit provided for or made possible through Authority employment on account of any political activity or lack of such activity in support of or in opposition to any candidate or any political party in



any national, state, county, or municipal election or on account of his/her political affiliation.

(3) Working for employers other than the Authority, although not encouraged, is not prohibited so long as the Executive Director is informed and it does not, in the discretion of the Executive Director and the Members, create a conflict of interest or conflict with regular or special hours or work required of the employee by the Authority, or until the effects of such outside employment become apparent in reduced efficiency and work performance.

(4) Employees of the Authority shall perform their duties and dress in a professional manner appropriate for the business at hand.

(5) Additional conditions of employment will be stated in the adopted Personnel Handbook.

**(c) Communications. --**

(1) Employees of the Authority shall maintain open communication with all Members and committees and keep the Executive Director briefed on significant issues.

(2) Employees of the Authority are not to advocate any one position to the detriment of another Member's views if consensus is not achieved on policy positions or technical statements of Members.

(3) Employees of the Authority shall communicate written statements to nonmembers only as determined by the Members of the Authority.

*Adopted, XXXXXX, by a consensus resolution of the RFC of the Columbia Basin Fish & Wildlife Authority.*

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