March 25, 2008 DRAFT MEMORANDUM OF AGREEMENT BETWEEN THE CONFEDERATED TRIBES OF THE COLVILLE RESERVATION, THE BONNEVILLE POWER ADMINISTRATION, THE U.S. ARMY CORPS OF ENGINEERS, AND THE U.S. BUREAU OF RECLAMATION

I. INTRODUCTION

A. Purpose of this Agreement

The Bonneville Power Administration (BPA), the U.S. Army Corps of Engineers (Corps) and the U.S. Bureau of Reclamation (Reclamation)(the "Action Agencies") and the Confederated Tribes of the Colville Reservation ("Colville Tribes" or "the Tribes")(collectively, "the Parties") have developed this Memorandum of Agreement ("Agreement" or "MOA") through good faith negotiations. With this Agreement, the Action Agencies provide long-term commitments for funding and implementation activities to support the protection and recovery of salmon and steelhead listed under the Endangered Species Act (ESA), in a manner that recognizes the Colville Tribes as a governmental partner in the pursuit of protection and recovery of Upper Columbia listed evolutionarily significant units (ESUs). In addition to providing certainty and stability to their shared efforts, the Parties also intend this Agreement to resolve for its term a broad range of issues associated with tribal claims and concerns related to the direct and indirect effects of construction, inundation, operation and maintenance of the Federal Columbia River Power System[1] and Reclamation's Upper Snake River Projects,[2] ("FCRPS/Upper Snake Projects") on the fish and wildlife resources of the Columbia River Basin

B. Recital of Colville Tribes' rights and interests.

The Confederated Tribes of the Colville Reservation assert the following rights and interests:

- The Tribes have critical and fundamental interests in the Okanogan River and the upper Columbia River, including Lake Roosevelt, and the fish and wildlife resources in these rivers.

- Portions of the Columbia River, Lake Roosevelt, and the Okanogan River lie within the boundaries of the Colville Reservation, as established in the Executive Order of July 2, 1872, and described in the Agreement of May 9, 1891, and the Act of July 1, 1892, 27 Stat. 62.

[1] For purposes of this Agreement, the FCRPS comprises 14 Federal multipurpose hydropower projects. The 12 projects operated and maintained by the Corps are: Bonneville, the Dalles, John Day, McNary, Chief Joseph, Albeni Falls, Libby, Ice Harbor, Lower Monumental, Little Goose, Lower Granite, and Dworshak dams. Reclamation operates and maintains the following FCRPS projects: Hungry Horse Project and Columbia Basin Project, which includes Grand Coulee Dam.

[2] The Upper Snake River Projects are Minidoka, Palisades, Michaud Flats, Ririe, Little Wood River, Boise, Lucky Peak, Mann Creek, Owyhee, Vale, Burnt River and Baker.

- The Tribes are a major landowner along the upper Columbia River, including within Reservation boundaries, and also act as the primary manager and regulatory entity for lands within Reservation boundaries.

- The Tribes holds reserved fishing rights within the Colville Reservation and on former reservation lands known as the "North Half" that are protected by the Agreement of May 9, 1891, and the Act of July 1, 1892, 27 Stat. 62. The geographic scope of these fishing rights includes the Columbia and Okanogan Rivers from their confluence to the Canadian border, including Lake Roosevelt.

- The Tribes' federally protected fishing rights within the Reservation and the North Half include, but are not limited to, the right to harvest a fair share of all fish, including Upper Columbia River (UCR) salmon and steelhead, originating on or passing through the Reservation and the North Half, including all boundary waters, and the right to manage tribal fisheries in these areas. Harvest, hatchery, hydroelectric, and habitat actions and activities in the Columbia Basin downstream from the Colville Reservation affect the numbers of anadromous fish that return to the waters of the Colville Reservation and the North Half. UCR steelhead and Spring Chinook salmon are listed as endangered under the Endangered Species Act (ESA). The Tribes and the Action Agencies have a common interest in promoting the recovery of listed UCR anadromous fish.

- The Tribes have adjudicated water rights within the Reservation for consumptive and instream fisheries purposes, and have unadjudicated claims for federally reserved water rights in the Reservation boundary waters.

- The impoundment of Lake Roosevelt, the development of the FCRPS, and federal licensing of non-federal hydroelectric projects has had significant, long-term adverse effects on the culture, resources, and economy of the Colville Tribes.

Nothing in this Agreement is intended to determine, settle, or concede the precise location of Colville Reservation boundaries or to concede, quantify, settle or diminish any aspects of the Tribes' water or fishing rights. The intent of the Colville Tribes in entering into this Agreement is to maintain consistency with all the Tribes' claims of rights and interests, while also aiding the Action Agencies in meeting obligations under the ESA and other laws. The fact that any right or interest of the Colville Tribes, or any claim thereof, is not set forth in these Recitals is not intended to be a waiver thereof.

C. Federal Agencies

The Corps and Reclamation are the federal agencies with the authority and responsibility to operate and maintain the FCRPS/Upper Snake Projects in accordance with federal law. BPA is the federal agency with the authority and responsibility to market the power produced from the FCRPS Projects, and to provide for protection, mitigation, and

enhancement of fish and wildlife affected by the development and operation of the FCRPS Projects in accordance with federal law.

D. Agreement Principles

This Agreement is founded on the following principles:

- Mitigation for the effects of the FCRPS/Upper Snake Projects should be based first on biologically and economically sound operations of the hydroelectric system which will protect and enhance fish resources, including survival and recovery of ESA listed salmon and steelhead, based on the best available scientific information.
- The Action Agencies will make operational decisions giving consideration to the interests of each affected sovereign state and tribe through agreed-upon forums.
- The Action Agencies will seek to ensure that operational measures aimed at the survival and recovery of ESA-listed salmon and steelhead do not adversely impact non-listed species, and where such impacts are unavoidable, that the impacts are minimized where reasonable to do so, giving consideration to the interests of each affected sovereigns as described in the preceding principle.
- Additional mitigation (non-operations) for the effects of the FCRPS/Upper Snake Projects should consider "All Hs," including habitat, hatchery, harvest, and predator management measures, and should be biologically effective and cost effective (addressing biological objectives at the least cost for similar results).
- Mitigation funding and operational priorities should reflect the identified biological needs (e.g., the "survival gaps" of the FCRPS/Upper Snake draft Biological Opinion) and limiting factors for ESA listed salmon and steelhead, as well as the magnitude of FCRPS/Upper Snake Projects effects.
- The commitments for funding and implementation activities set out in this Agreement do not establish any new administrative procedures or forums for review or approval of these commitments. Any disputes over the funding and implementation commitments set out in this Agreement will be resolved as set forth in Sections III.F.4 or III.G of the Agreement.
- Each of the Action Agencies, as a part of the federal government, has a general trust responsibility to the Colville Tribes and this Agreement will be implemented in a manner consistent with that trust responsibility.

II. ACTION AGENCY COMMITMENTS

This Agreement provides Action Agency funding and implementation commitments for actions and resource objectives important to the Colville Tribes. It addresses actions for ESA-listed salmon and steelhead as well as other anadromous and resident fish and wildlife resources in the Columbia River Basin. For ESA listed fish, this Agreement builds upon and also contemplates the actions in the Action Agencies' Proposed Reasonable and Prudent Alternative for the FCRPS/Upper Snake Projects. These funding and implementation commitments are set out in greater detail in the project list and spreadsheet included as Attachment A and the Project Abstracts set forth in Attachment B, each of which is incorporated by reference in this Agreement.

A. ESA Actions

1. *Hydro Operations*

A.1.a Performance Standards, Targets, and Metrics:

For the term of this Agreement, the Colville Tribes concur with the hydro performance standards, targets, and metrics as described in the Main Report Section 2.1.2 of the Action Agencies' August 2007 Biological Assessment (pages 2-3 through 2-6) and the draft FCRPS BiOp at RPA No. 51 (pages 63-64 of 85). The Colville Tribes and their representatives may recommend to the Action Agencies actions that may exceed performance standards, which will be considered and may be implemented at the discretion of the Action Agencies.

A.1.b Performance and Adaptive Management:

The Parties agree that the BiOps will employ an adaptive management approach, including reporting and diagnosis, as described in Section 2.1 of the Action Agencies' August 2007 Biological Assessment. The Parties agree that if biological or project performance expectations as described in the BA are not being met over time as anticipated, diagnosis will be done to identify causes, and remedies will be developed to meet the established performance standard. The juvenile performance standard for species or the federal projects will not be lowered during the terms of the BiOps (although as provided in the BA, tradeoffs among Snake River and lower river dams are allowed).

The Parties recognize that new biological information will be available during the term of the MOA that will inform the methods and assumptions used to analyze the effects of hydro operations on fish species covered by this agreement. The Parties will work together to seek agreement on methods and assumptions for such analyses building on analyses performed in development of the FCRPS Biological Opinion as warranted.

As described in the FCRPS BiOp, a comprehensive review will be completed in June, 2012 and June, 2015 that includes a review of the state of implementation of all actions planned or anticipated in the FCRPS and Upper Snake BiOps and a review of the status and performance of each ESU addressed by those BiOps. The Parties agree that they will jointly discuss the development, analyses and recommendations related to these comprehensive evaluations and, in the event performance is not on track, to promptly discuss options for corrective action.

This adaptive management process will also include consideration of new information for compliance with performance standards and progress towards meeting targets (and potentially for establishing revised performance standards and targets at the end of the Agreement term). The Colville Tribes may seek to have new information evaluated for meeting adult performance standards for upper Columbia River ESUs, including the

studies that are funded in this Agreement. In particular, in keeping with Attachment B.2.6-2 of the FCRPS BA, the Parties, in consultation with NOAA and other appropriate entities, may consider the establishment of an adult performance standard for Upper Columbia steelhead should adequate information become available.

The adaptive management process will also include consideration of dry year operations information developed under the terms of this Agreement. Should the investigation of dry water year operations provide results that are cost-effective in achieving needed improvements in survival of ESA listed fish, the Colville Tribes may pursue with the Action Agencies a prompt review of the dry water year flow operations with the Regional Governance Group for implementation on an experimental basis.

A.1.c Research, Monitoring, and Evaluation.

Maintaining and improving research, monitoring, and evaluation programs is critical to informed decision making on population status assessments and improving management action effectiveness. The Parties agree that a program of research, monitoring, and evaluation is provided in the draft FCRPS and Upper Snake BiOps. Specifically, this Agreement provide a comprehensive RM&E program for the ESU populations of particular concern to the Colville Tribes. The Parties further agree that the Action Agency efforts should be coordinated with implementation partners including other fishery managers.

A.1.d. Spill/Transport

The spill and fish transportation measures proposed in the draft BiOps are of concern to the Colville Tribes only as they affect Upper Columbia species. Subject to adaptive management as provided in the BA, the Parties agree for the term of this Agreement that these measures satisfy ESA and Northwest Power Act requirements with respect to salmon and steelhead affected by the FCRPS and Upper Snake Projects.

A.1.e. Flow Actions

The Parties agree to the following actions in addition to those in the draft FCRPS BiOp:

To address the Tribes' concerns regarding dry year operations of the FCRPS, particularly Lake Roosevelt, the Parties agree as follows:

(i). Summer Drafting. As described in the draft FCRPS Biological Opinion (October 2007)(draft FCRPS BiOp), currently Lake Roosevelt is drafted to elevation 1280 feet by August 31 when the April through August water supply forecast (WSF) is greater than 92 million acre feet (MAF) (wettest 50 percent of water years) at The Dalles. When the WSF is less than 92 MAF (driest 50 percent of water years), Lake Roosevelt is drafted to elevation 1278 feet (see draft FCRPS BiOp, Reasonable and Prudent Action (RPA) No. 4, Storage Project Operations, Table 1, Grand Coulee, pages 4 and 6 of 85). A study to evaluate drafting Lake Roosevelt to 1278 feet only in the lowest 20 percent of

water years and to 1280 feet in all other water years (see FCRPS Biological Assessment) (August 2007) (FCRPS BA) at Section B.2.1, page B.2.1-9) will be initiated jointly by BPA and Reclamation in consultation with the Colville Tribes within 60 days of completion of the FCRPS BiOp and a draft report will be prepared within nine months of study initiation. The study results will be reviewed by the Action Agencies and the Regional Governance Group to determine whether to draft Lake Roosevelt to elevation 1278 only in the driest 20% of water years.

(ii). Other Dry Year Operations. An investigation of Dry Water Year Operations other than summer drafting will be initiated by BPA and Reclamation and a technical workgroup formed by the Action Agencies within 60 days of the issuance of the FCRPS Bi-Op as outlined in RPA No. 14 in the draft FCRPS BiOp (RPA No. 14: Dry Year Strategy, draft FCRPS BiOp page 15 of 85). The workgroup will be composed of representatives from BPA, Reclamation, and the Colville Tribes. NOAA Fisheries and and other interested parties will be invited to participate. The workgroup will report preliminary results by nine months after its formation.

The Dry Water Year Operations investigation described above will include:

(1) Modeling of FCRPS operations, fish survival modeling (using COMPASS, the Comprehensive Fish Passage Model), and consideration of Non-Treaty Storage operations consistent with RPA 12 in the Draft BiOp.
(2) The system flood control shift from Brownlee and Dworshak to Grand Coulee will be reviewed as part of the Dry Water Year Operations investigation to determine if the operation contributes to reduced mid-Columbia flows in the spring of low water years. Under current operations, system flood control shift from Brownlee and Dworshak to Grand Coulee in dry years does not result in additional draft of Lake Roosevelt. Changes in operations, implemented as a result of the dry year study, could require Lake Roosevelt to draft for the flood control shift. Avoiding the flood control shift in the 20% driest water years may become part of a fish flow strategy to aid recovery of ESUs with the greatest survival gaps and most affected by FCRPS operations.
(3) Operational constraints and guidelines under the discretion of the Action Agencies and the fishery management entities will be relaxed, as needed and appropriate, to ensure consideration, evaluation, and development of options to improve spring flows in dry water years. Biological and economic effects of various dry water year flow options will be estimated. Changes in administrative procedures and agreements necessary to implement a given option will be documented and assessed.
(4) Washington State's Columbia River Water Management Program (CRWMP), early action Lake Roosevelt drawdown includes a streamflow enhancement component. This component would allow for an additional release of up to 27,500 acre-feet in 96 percent of water years and 44,500 acre-feet in the driest 4% of water years. In most years that water will likely be released from Lake Roosevelt in July and August to benefit summer migrants, except that pursuant to a December 17, 2007, Agreement between the State of

Washington and the Colville Tribes and as set forth in the FCRPS BA Appendix B, Attachment B.1-4 at B.1-4-6, in the driest 20% of water years the CRWMP streamflow enhancement component will be released in April-June to benefit UCR migrants. This investigation will provide additional evaluation regarding release of the CRWMP water to benefit spring migrants in the driest 20% of water years.

In contrast to the study described in paragraph (i) above ("Summer Drafting") that evaluates the effects of drafting Lake Roosevelt to elevation 1278 feet by the end of August in the driest 20% vs. 50% of water years evaluates the effects to benefit summer migrants, the study called for in this paragraph (ii)("Dry Water Year Operation") evaluates possible hydroelectric system operations to benefit UCR steelhead and spring chinook salmon and other spring migrants.

(iii). The two studies provided for in paragraphs (i) and (ii) above may be conducted either separately or simultaneously. However, the results of the studies called for in those paragraphs shall be evaluated in concert. Should the studies provided for in those paragraphs above demonstrate that the proposed Summer Drafting or Dry Water Year Operations, separately or together provide equal or greater survival of ESA listed fish in relation to normal operations provided for in the BiOp at the same or less cost, or the ESUs are not trending toward recovery, the Action Agencies will promptly review the Summer Drafting or Dry Water Year Flow Operations with the Regional Governance Group for implementation on an experimental or regular basis.

(iv). As with the Policy Working Group, any FCRPS operational forum and/or governance process will be advisory to the Federal government. The Action Agencies will consider the advice and information of each sovereign and will use adaptive management principles, see FCRPS BA at section 2.1; see also RPA Nos. 1, 2, and 3 of the Draft FCRPS BiOp at pages 1 and 2 of 85, to make principle-based decisions. Any planned changes to operational criteria for Lake Roosevelt or Rufus Woods Lake will be specifically coordinated, on a government-to-government basis with the Colville Tribes.

(v).. The Action Agencies will avoid taking actions that would preclude their ability to implement an adopted dry year operation resulting from the investigation (see Section I.A.1.e (ii) and (iii) , to the best of their ability consistent with their statutory and other legal obligations. Should any Action Agency proceeding be likely to result in an action that could affect the Action Agencies' ability to implement a cost-effective Summer Drafting or Dry Water Year Operations strategy as determined by the studies, the Action Agency shall promptly notify the Colville Tribes pursuant to the Good Faith section of this Agreement (Section III.H) for appropriate consultation aimed at preserving the Agencies' ability to implement such dry year strategy.

A.1.f Emergency Operations for Unlisted Fish

The Action Agencies agree to take reasonable and prompt actions to aid non-listed fish during brief periods of time due to unexpected equipment failures or other conditions and when significant detrimental biological effects are demonstrated. Where there is a conflict in such operations, operations for ESA-listed fish will take priority.

2. Habitat

a. BPA Funding for Habitat

BPA will provide expense and capital funding for the ESA-focused habitat projects identified in Attachment A (Projects 1 through 6). BPA's funding commitment in Attachment A is subject to the adjustments noted in Sections II.E and II.F. Projects funded under this Agreement are linked to biological benefits based on limiting factors for listed fish, as described in the abstracts for the projects, Attachment B**.** The projects include: on-going actions addressing ESA-listed salmon and steelhead; expanded actions in support of FCRPS BiOp implementation; and new actions benefiting ESA-listed species. Once upper Columbia River ESA-listed species demonstrate a trend toward recovery, the Parties, per Section II.E.3, may allocate some habitat funds for broader FCRPS fish and wildlife mitigation needs.

b. General Provisions For All Projects

In addition to the general principles for the Agreement described above, the Parties intend that habitat projects implemented pursuant to this Agreement will:

1. Give priority to addressing water temperatures, instream flows, access to historical habitats, or recovery of riparian habitat.
2. Be consistent with applicable recovery plans, the Northwest Power and Conservation Council's Fish and Wildlife Program (including subbasin plans), and the Colville Tribes' reserved rights.
3. Provide estimated benefits from the projects to a population or populations of fish based on key limiting factors. The Colville Tribes will estimate these benefits based on expert-derived methods and will support and defend these benefits as confirmed by monitoring and evaluation.

c. Bureau of Reclamation

Reclamation will provide funding to the Colville Tribes for up to 500 acre-feet (AF) annually of willing-seller leased water in addition to the 700 AF already secured by the Colville Tribes-Okanogan Irrigation District MOA of 2006, to assist with the immediate restoration of instream flow in lower Salmon Creek to allow for viable natural production of UCR Steelhead. This funding will be provided through an implementation agreement to be developed. Further details regarding this commitment are provided in Attachment B. This annual 500 AF increment is authorized and contemplated in the 2006 Colville-OID MOA. Consistent with that MOA, for 2009 through 2017, Reclamation will fund the 500

AF increment in the amount of $72 per AF. In the event that OID and the Colville Tribes subsequently negotiate a higher cost per AF, Reclamation may provide additional funding for the 500 AF up to an amount equal to an annual inflation adjustment of 2.5 percent. Reclamation will ask NOAA Fisheries to count the 500 AF increment of instream flow as an additional benefit to Upper Columbia steelhead in the FCRPS BiOp (and thereby become part of the baseline in the Okanogan Project consultation). Reclamation will conclude its ESA consultation on the Okanogan Project as promptly as possible.

3. Hatchery & Harvest

a. BPA Commitments

For FY 2008, 2009, and 2010 BPA will make available capital funding for new facility construction and/or expansion of existing facilities, as described in Attachments A and B (Projects 7, 8, 15 and 30). The capital funding provided for this Agreement may be carried over in full for the term of this Agreement if construction is delayed due to circumstances beyond the control of the Colville Tribes. Starting with the FY 2010 rate period, BPA will collaborate with the Colville Tribes to develop a capital spending plan in advance of each new rate period that arises during the Agreement, so as to ensure that adequate rate period capital budgets are available for funding the capital actions in this Agreement. In addition, BPA will provide funding for Project 10 regarding selective gear deployment. BPA's funding commitment in Attachment A is subject to the adjustments noted in Sections II.E and II.F. Prior to receiving the capital funding, the Tribes will identify the biological benefits associated with a hatchery project based on expert-derived methods. Following the construction of the hatchery, the Tribes will confirm these estimates of biological benefits by monitoring and evaluation.

b. COE

The COE will carry out government-to-government discussions with the Colville Tribes concerning any modifications that may be made to production practices in the hatchery mitigation program for John Day/The Dalles projects.

The COE will continue to support the planning, design, and construction (including siting) of Chief Joseph Hatchery consistent with this Agreement's provisions relating to this project.

c. Principles for hatchery & harvest investments:

In addition to the general principles for the Agreement described above, the Parties intend that hatchery projects implemented pursuant to this Agreement will:

1. Minimize risk to ESA listed fish

2. Support recovery trends for natural-origin fish
3. Obtain all regulatory reviews and clearances.
4. Support the Colville Tribes' reserved fishing rights.
5. BPA's funding will be in addition to and not replace funding for hatcheries authorized or required of other entities, including but not limited to funding provided by Congress pursuant to the Mitchell Act.
6. If a hatchery action identified in this Agreement cannot be implemented within the term of this Agreement due to any circumstance beyond the control of the Parties, the Action Agencies are not obligated to fund a replacement or alternative project, the unused hatchery funds will not be required to be shifted to non-hatchery projects.

4. Research, Monitoring & Evaluation (RME)

a. BPA Commitments

BPA will provide expense funding for the RM&E projects identified in Attachment A, (Projects 9 and 11, and 12 through 14), and as described in the project abstracts, Attachment B. BPA's funding commitment in Attachment A is subject to the adjustments noted in Sections II.E and II.F. Projects funded under this Agreement are linked to biological benefits based on limiting factors for the fish and wildlife species, as described in the abstracts for the projects, Attachment B.

B. Non-ESA Actions

1. BPA Commitments

BPA will provide expense funding for the anadromous fish, resident fish, and wildlife projects identified in Attachment A, Projects 15 through 29B, and 30, and capital funding for Projects 15 and 30. BPA's funding commitment in Attachment A is in the form of an annual planning budget for each project, and is subject to the adjustments noted in sections II.E and II.F. Projects funded under this Agreement are linked to biological benefits based on limiting factors for the fish and wildlife species, as described in the abstracts for the projects, Attachment B.

2. COE, in lieu fishing sites.

The Colville Tribes intends to pursue Congressional authorization and appropriations for the planning, acquisition and development of in-lieu fishing sites within the Colville Reservation or the North Half, and will coordinate with and provide notice to COE of this activity. The COE will support any resulting authorization and appropriations. To the extent BPA has any repayment obligation related to such resulting authorization and appropriations (i.e., related to the power function), BPA will support such repayment. This program will include: land acquisition, boat ramps, cleaning stations with processing

for personal use; restrooms, development of scaffold sites, and central Tribal cooler/freezer storage of subsistence harvest.

C. General Provisions for All BPA-funded Projects

All projects funded pursuant to this Agreement shall:

1. Be consistent with BPA's applicable policies, including but not limited to BPA's *in lieu* policy and BPA's capital policy, as amended.
2. Report results annually (including ongoing agreed upon monitoring and evaluation) via PISCES and/or other appropriate databases.
3. Remain in substantive compliance with any applicable project contract terms.
4. The Parties will coordinate their RM&E projects with each other and with regional RM&E processes (particularly those needed to ensure consistency with the FCRPS BiOp RM&E framework), as appropriate and agreed to among the Parties.
5. For actions on federal lands, the Tribes will consult with the federal land managers and obtain necessary permits and approvals.

D. Northwest Power Act Coordination:

1. The Parties agree that the BPA funding commitments in this Agreement are ten-year commitments of the Bonneville Fund for implementation of projects. The Parties believe that this Agreement and the specific projects are consistent with the Northwest Power and Conservation Council's (Council) Program.

2. The Parties will work with the Council to streamline and consolidate Independent Scientific Review Panel project reviews by recommending that the ISRP (1) review projects collectively on a subbasin scale; (2) focus reviews for on-going or longer term projects on future improvements/priorities and; (3) unless there is a significant scope change since the last ISRP review, minimize or abbreviate re-review of on-going projects.

3. The Parties will consider reasonable adjustments to non-hatchery projects based on ISRP and Council recommendations. The decision on whether or not to make such reasonable adjustments will require agreement of the Tribes and BPA. If the reasonable adjustment results in a reduction of a project budget, the Tribes and BPA will select another project to use the funds equal to the amount of the reduction. If the Tribes and BPA cannot agree on whether a recommended adjustment should be made, a replacement project that meets the requirements of this Agreement will be identified. In any event, BPA's financial commitment to non-hatchery projects will not be reduced to an aggregate level below that specified in this Agreement so long as a replacement project that meets the requirement of this Agreement could be identified. See Section II.E, below.

4. Funding for any new hatchery projects is subject to ISRP and Council 3-step review processes, recognizing that the ultimate decision to implement the projects is for BPA

subject to the terms of this Agreement. Capital funding for any new hatchery project is subject to these review processes. The Parties will consider reasonable adjustments to hatchery projects based on ISRP and Council recommendations. The decision on whether or not to make such reasonable adjustments will require agreement of the Tribes and BPA.

E. Replacement Projects and Adaptive Management

1. General Principles:

- This section does not apply to hatchery projects (Projects 7, 8, and 15). Should a hatchery project not be implemented during the term of this Agreement due to any issue beyond the control of the Parties, the Action Agencies are not obligated to negotiate a replacement.
- The Parties agree that a non-hatchery project identified in this Agreement may not ultimately be implemented or completed due to a variety of possible factors, including:
    - Problems arising during regulatory compliance (e.g., ESA consultation, NEPA, NHPA review, CWA permit compliance, etc);
    - The project does not meet BPA's in lieu policy or does not meet BPA's capital policy;
    - New information regarding the biological benefits of the project (e.g., new information indicating a different implementation action is of higher priority, or monitoring or evaluation indicates the project is not producing its anticipated benefits);
    - Changed circumstances (e.g., completion of the original project or inability to implement the project due to environmental conditions); or
    - Substantive non-compliance with the implementing contract.

- Should a non-hatchery project not be implemented due to one or more of the above factors, the pertinent Action Agency and the Tribes will promptly negotiate a replacement project.

2. Replacement Projects:

- A replacement project should be the same or similar to the one it replaces in terms of target species, limiting factor, mitigation approach, geographic area and/or subbasin and biological benefits.
- A replacement project may not require additional Council or ISRP review if the original project had been reviewed.
- A replacement project shall have the same or similar planning budget as the one it replaces (less any expenditures made for the original project) and will take into account carry-forward funding as agreed to by the Parties.

3. Adaptive Portfolio Management

In addition to project-specific adaptation described above, the Parties may mutually agree to adaptively manage this shared implementation portfolio on a more programmatic scale based on new information or changed circumstances.

F. BPA Commitments: Inflation, Ramp Up, Planning v. Actuals, Carry-over:

1. Inflation.

Beginning in fiscal year 2010, BPA will provide an annual inflation adjustment of 2.5 percent to all BPA-funded projects in Attachment A.

2. *Treatment of Ramp-up of new/expanded work:*

In recognition of the need to "ramp up" work (timing of Agreement execution, contracting, permitting, etc), the Parties agree that average BPA expense spending for the new projects and the expanded portion of ongoing projects in fiscal year 2008 is expected to be approximately one-third of the average planning level shown for the project-specific spreadsheets; and for fiscal year 2009, it is expected to be up to 75 percent of the average planning level, with full planning levels expected for most new and expanded projects starting in fiscal year 2010. This provision does not apply to the commitments to fund capital spending for Projects 7, 8, 15 and 30 or to fund the expanded portions of Project 1 and 12.

3. Assumptions regarding Planning versus Actuals

Historically, the long-term average difference between BPA's planned expenditures for implementing the expense component of the Power Council's Fish and Wildlife Program, and actual spending (what BPA is invoiced and pays under the individual contracts), has been about seven percent, with the actual spending averaging 93 percent of planned spending. While BPA will plan for spending up to 100 percent of the funding commitments described in this Agreement, nevertheless, due to a variety of factors, BPA's actual expenditures may be less. As a result, the Parties agree that provided. BPA's actual spending for the totality of project commitments in this Agreement is at least 93% of the aggregate annual planning amount , BPA is in compliance with its funding commitments If BPA is not meeting the 93% annual aggregate amount due to circumstances beyond the Parties control, BPA will not be in violation of this Agreement, but the Parties will meet to discuss possible actions to remove the impediments to achieving at least 93%. The Parties also agree that, for the reasons given above regarding ramp up, expense funding for new projects and projects expansions during their FY08 and FY09 ramp up phase will be excluded from this calculation.

4. Unspent funds, and pre-scheduling/rescheduling.

Except for capital expenditures for Projects 7, 8, 15 and 30, annual project budgets may fluctuate plus or minus 20% in relation to the planning budgets for each project, to allow

for shifts in work between years (within the scope of the project overall), if work will take longer to perform for reasons beyond the Colville Tribes' control (reschedule), or can potentially be moved to an earlier time (preschedule). Fluctuations within an overall project's scope of work, but outside of the 20 percent band, can also occur if mutually agreeable for reasons such as, but not limited to, floods, fires, or other *force majeure* events, or to hasten progress towards achieving an ESU's trend toward recovery.

.Except for capital expenditures for Projects 7, 8, 15 and 30, unspent project funds (excluding new/expanded projects subject to ramp-up assumptions covered in Section F.2 above) that are carried over per the reschedule/preschedule provisions above (i.e., within +/- 20% of the annual project budget and within the project's scope of work) may be carried forward from one contract year (i.e., Year 1), to as far as two contract years (i.e, Year 3) into the future before such funds are no longer available. However, for the on-going projects that are expanded and new projects, it is reasonable to anticipate that spending in FY 08 and FY 09 may be substantially less than planned (as set forth in Attachment A). For the purpose of budget planning, up to 67 % of the FY08 and 25% of the FY 09 project-specific budgets may be carried over to the following fiscal year. However, if project-specific spending due to circumstances within the Tribes' control is less than 33% in FY 08 or 75% in FY 09 of the planning budgets, then the difference between what is actually spent and these percentages cannot be carried over to the following fiscal year.

The planning budget for capital projects (projects 7, 8, 15 and 30) is a commitment for the term of this Agreement and is not subject to limitations or carryover provisions discussed above.

III. FORBEARANCE, WITHDRAWAL, DISPUTE RESOLUTION, AND OTHER PROVISIONS

A. Forbearance

A.1. The Parties will discuss the appropriate means of alerting the district court in *NWF v. NMFS* of this Agreement, and will undertake any agreed-upon approach within 14 calendar days of the effective date of the Agreement.

A.2. In consideration of the long-term commitments for funding and implementation activities to support protection and recovery of ESA listed fish and the other fish and wildlife benefits set out in this Agreement, the Tribes covenant that during the term of this Agreement:

a. The Tribes will not initiate, join in, or support in any manner ESA, Northwest Power Act, Clean Water Act, or Administrative Procedure Act suits against the Action Agencies or NOAA regarding the legal sufficiency of the FCRPS Proposed Action, FCRPS BiOp, Upper Snake BiOp and/or conforming implementing Records of Decision.

b. The Tribes will not initiate, join in, or support in any manner ESA, Northwest Power Act, Clean Water Act or Administrative Procedure Act suits against the Action Agencies or NOAA regarding the effects on fish resources and water quality (as to water quality, the forbearance addresses water quality for anadromous fish, including temperature and dissolved oxygen, but is not intended to include other Clean Water Act regulatory activities, such as the Corps' 404 program) resulting from the operations of the FCRPS and Upper Snake Projects that are specifically addressed in the FCRPS Proposed Action, FCRPS BiOp, Upper Snake BiOp and/or conforming implementing Records of Decision.

c. The Tribes' participation in ongoing and future BPA rate proceedings (ratemaking, approval, or review) will be consistent with the terms of this Agreement.

B. Affirmation of Adequacy

B.1. The Tribes agree that, provided that the Action Agencies fulfill their commitments under this Agreement, the Action Agency commitments under this Agreement and the draft FCRPS and Upper Snake BiOps are adequate for meeting their fish and wildlife obligations under the Endangered Species Act (for currently listed species), the Northwest Power Act, and the Clean Water Act (as applied to gas levels and water temperatures in anadromous fish waters) and all other laws in relation to the FCRPS/Upper Snake Projects during the term of the Agreement.

B.2 The Tribes further agree to affirmatively state the position set forth in Section III.B.1 as requested by the Action Agencies, and to not take any position in an administrative or judicial forum nor support any third party who takes a position that is inconsistent with the position stated in Section III.B.1 above. Applicable forums include any administrative or agency forums (including for example, technical forums, such as the Technical Management Team (TMT), any BPA rate case proceeding or public process preceding a rate case, and the Federal Energy Regulatory Commission (FERC)), and any court The Tribes may determine, in consultation with the Parties, the most appropriate form of communicating the position in Section III.B.1 on a forum-by-forum basis, and shall not be required to become an amicus or party in any litigation in order to meet its obligations under this paragraph. These commitments apply actions taken by persons in their official capacity as Tribal representatives, including tribal staff, any persons hired, under contract for them, any representative or organization under their guidance or control, and any person or entity that acts as an agent for them, including but not limited to representatives participating in the Columbia Basin Fish and Wildlife Authority and the Upper Columbia United Tribes.

B.3. This Agreement does not address or resolve the Tribes' requests under the Northwest Power Act relating to BPA funding of assessments for operational losses to wildlife from the FCRPS Projects. The Parties agree that the Tribes may request or advocate for BPA funding for assessing operational losses to wildlife from the FCRPS

Projects under the Northwest Power Act, that BPA may decline such requests, and the Tribes may seek recourse for BPA decisions; none of these actions by the Tribes or BPA will violate the terms of this Agreement.

C. Council Program Amendment Process

C.1. During the term of the Agreement, any comments or recommendations for Program Amendments that the Colville Tribes or Action Agencies submit to the Northwest Power and Conservation Council ("Council") shall be consistent with this Agreement. The Tribes and Action Agencies will coordinate in advance on these recommendations, which will not include comments or recommendations that seek to require any of the Action Agencies to fund specific projects or funding amounts as a Program requirement.

C.2. Neither the Tribes nor the Action Agencies waive the right to assert that, if adopted by the Council based on its own recommendations, or recommendations of third parties, an amendment that is contrary to this Agreement is either lawful or unlawful under the Northwest Power Act, or any other law, provided they act consistent with the terms of this Agreement.

D. Dam Breaching

The Tribes will not directly or indirectly advocate or support the implementation of FCRPS dam breaching as part of this Agreement or for the duration of this Agreement

E. Consistency with Trust and Reserved Rights

Nothing in this Agreement is intended to nor shall in any way abridge, abrogate, or resolve any rights reserved to the Colville Tribes by treaty, statute, Executive Order, or other federal law. The Parties agree that, for the term of this Agreement, this Agreement as it pertains to effects of the FCRPS is consistent with the federal reserved rights of the Colville Tribes and the United States' trust obligation to the Tribes as long as the commitments herein are implemented by the Action Agencies in good faith. The Tribes specifically represent and warrant that no approval of this Agreement by the Secretary of the Interior or the Bureau of Indian Affairs or any other federal agency or official is required in order for the Tribes to execute this Agreement or for this Agreement to be effective and binding upon the Tribes.

F. Changed Circumstances, Renegotiation/Modification, Withdrawal

F.1. The Parties enter into this Agreement with the Assumption that NOAA will issue final biological opinions for the FCRPS and Upper Snake projects. The Parties assume these BiOps will conclude that the respective proposed actions, with reasonable and prudent alternatives if any, are not likely to jeopardize the continued existence of any ESA-listed salmon and steelhead or result in the destruction or adverse modification of critical habitat of such species.

F.2. If any court, regardless of appeal, finds that the BiOp or agency action is arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law, and subsequently remands the BiOp to NOAA Fisheries, this Agreement shall remain in force, subject to the provisions of this Section III.F.2.

If any court, regardless of appeal enters injunctive or other relief or remand directions that compel FCRPS actions in direct conflict with this Agreement (i.e., the FCRPS actions are additional or different than required by the 2008 BiOp and/or by this Agreement), then the Parties will meet promptly pursuant to Section IV.F.4 and determine the appropriate response. The Parties will seek to preserve this Agreement.

> In the event that a portion(s) of this Agreement is in direct conflict with the court order or resulting amended BiOp, the Parties shall meet and agree on an appropriate amendment to that section, or, if such amendment is not possible under the terms of the court order or resulting amended BiOp, then a substitute provision shall be negotiated by the Parties.
>
> If the court-ordered FCRPS operations or resulting amended BiOp present a direct conflict with this Agreement (as defined above) that are either financially material to an Action Agency or that materially constrain the Corps or Reclamation from meeting FCRPS purposes, Section III.F.4 below shall apply. The Parties intend that determinations of materiality will only be made in cases of direct conflict that are significant.
>
> The Parties will participate in any court-ordered process or remand consultation in concert with Sections III.H and III.F.4 of this Agreement.

F.3. Regardless of any legal challenge, BPA will take steps to:

- Ensure that the commitments in this Agreement are not modified or reduced based on agency-wide streamlining or other cost-cutting effort
- Imbed the estimated cost of implementing this Agreement in the agency's revenue requirement to be recovered through base wholesale power rates
- Propose and, if established after a Northwest Power Act section 7(i) hearing, exercise rate risk mitigation mechanisms as needed to maintain the funding commitments in this Agreement (e.g., cost recovery adjustment clauses); and
- Consider agency cost reductions, or other measures to maintain the funding commitments in this Agreement.

F.4 In the event of the occurrence of any of the material effects in Section III.F.2, or in the event of material non-compliance with the Agreement not resolved by dispute resolution, the affected Party or Parties shall notify the other Parties immediately, and identify why the event is considered material. The Parties shall utilize dispute resolution if there is a disagreement as to whether the event is material. The affected Party may withdraw from the Agreement, but prior to any withdrawal, the Parties will first make a good faith effort to renegotiate mutually agreeable modifications to the Agreement. Only

an affected Party may initiate a withdrawal from the Agreement. If renegotiation is not successful, the affected Party may notify the other Parties in writing of its intent to withdraw by a date certain. If renegotiation is not successful, at the time the withdrawal is effective, all funding commitments and/or other covenants made by the withdrawing Party cease, and the withdrawing Party shall have no further rights or obligations pursuant to the Agreement, and reserves any existing legal rights under the applicable statutes, including all arguments and defenses, and this Agreement cannot be used as an admission or evidence.

In the event of material non-compliance with the Agreement not resolved by dispute resolution, if the affected Party does not withdraw, that Party may challenge in any appropriate forum the asserted non-compliance with the terms of this Agreement, provided that judicial review of disputes arising under this Agreement is limited to BPA.

The Parties may, by mutual agreement, consider negotiations or withdrawal for changed circumstances other than those enumerated above. The provisions of this Agreement authorizing renegotiation, dispute resolution, withdrawal and challenge in appropriate forums provide the sole remedies available to the Parties for remedying changed circumstances or disputes arising out of or relating to implementation of this Agreement.

If one Party withdraws from the Agreement, any other Party has the option to withdraw as well, with prior notice.

F.5. Savings. Notwithstanding Section III.F.4, in the event of withdrawal, BPA will continue providing funding for projects necessary for support of BiOp commitments (as determined by the Action Agencies), and will provide funding for other on-going projects or programs that the Parties mutually agree are important to continue.

G. Dispute Resolution

G.1 Negotiation

G.1.a. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement[3] in accordance with this section and without resort to administrative, judicial or other formal dispute resolution procedures. The purposes of this section is to provide the Parties an opportunity to fully and candidly discuss and resolve disputes without the expense, risk and delay of a formal dispute resolution.

G.1.b. If the Parties are unable to resolve the dispute through informal dispute resolution, then the dispute shall be elevated to negotiating between executives and/or officials who have authority to settle the controversy and who are at a higher level of management than the person with direct responsibility for administration of this Agreement. To elevate, any Party shall give any other Party written notice of any such

[3] "Relating to this Agreement" means relating to the terms and conditions of this MOA and its implementation, excluding disputes that arise in terms of implementation of an intergovernmental contract issued to fulfill this Agreement, which shall be governed by the disputes provisions of that contract.

dispute. All reasonable requests for information made by one Party to the other will be honored, with the Action Agencies treating "reasonable" within the context of what would be released under the Freedom of Information Act.

G.2. Mediation

In the event the dispute has not been resolved by negotiation as provided herein, the disputing Parties may agree to participate in mediation, using a mutually agreed upon mediator. To the extent that the disputing Parties seeking mediation do not already include all Parties to this Agreement, the disputing Parties shall notify the other Parties to this Agreement of the mediation. The mediator will not render a decision, but will assist the disputing Parties in reaching a mutually satisfactory agreement. The disputing Parties agree to share equally the costs of the mediation.

H. Good Faith Implementation and Support

This Agreement was developed by the Parties with bargained for consideration. Best effort good-faith implementation and support of this Agreement is the general duty to which all Parties agree to be bound. Nonetheless, the Parties understand that from time to time questions or concerns may arise regarding a Party's compliance with the terms of this Agreement. In furtherance of the continuing duty of good faith, each Party agrees that the following specific actions or efforts will be carried out:

1. On a continuing basis, it will take steps to ensure that all levels of their government/institution is made aware of the existence of this Agreement and the specific commitments and obligations herein, and emphasize the importance of meeting them;

2. Each Party will designate a person to be initially and chiefly responsible for coordinating internal questions regarding compliance with the Agreement;

3. Each Party will make best efforts to consult with other Parties prior to taking any action that could reasonably be interpreted as inconsistent with any part of this Agreement. To assist in this, the Parties will designate initial contact points. The formality and nature of the consultation will likely vary depending on circumstances. The initial contact points are initially charged with attempting to agree on what form of consultation is required. In some instances, the contact between initial contact points may suffice for the consultation, while in others, they may need to recommend additional steps. The Parties agree that consultations should be as informal and with the least amount of process necessary to ensure that the Parties are fulfilling the good-faith obligation to implement and support the Agreement.

4. If a Party believes that another has taken action that is contrary to the terms of the Agreement, or may take such action, it has the option of a raising a point of concern with other Parties asking for a consultation to clarify or redress the matter. The parties will endeavor to agree upon any actions that may be required to redress the point of concern. If after raising a point of concern and having a consultation the Parties are

unable to agree that the matter has been satisfactorily resolved, any Party may take remedial actions as it deems appropriate, so long as those remedial actions do not violate the terms of the Agreement.

I. Modification

The Parties by mutual agreement may modify the terms of this Agreement. Any such modification shall be in writing signed by all Parties.

IV. MISCELLANEOUS PROVISONS

A. Term of Agreement

The term of this Agreement will extend from its effective date through the end of fiscal year 2018 which is midnight on September 30, 2018. The Parties agree to meet at least one year prior to termination to discuss wind up of commitments, or, if appropriate, renewal of the Agreement.

B. Applicable Law

All activities undertaken pursuant to this Agreement must be in compliance with all applicable laws and regulations. No provision of this Agreement will be interpreted or constitute a commitment or requirement that the Action Agencies take action in contravention of law, including the Administrative Procedure Act, the National Environmental Policy Act, the Endangered Species Act, Federal Advisory Committee Act, Information Quality Act, or any other procedural or substantive law or regulation. Federal law shall govern the implementation of this Agreement and any action, whether mediated or litigated, brought or enforced.

C. Authority

Each Party to this Agreement represents and acknowledges that it has full legal authority to execute this Agreement.

D. Effective Date & Counterparts

The effective date of this Agreement shall be the date of execution by the last Party to provide an authorized signature to this Agreement. This Agreement may be executed in counterparts, each of which is deemed to be an executed original even if all signatures do not appear on the same counterpart. Facsimile and photo copies of this Agreement will have the same force and effect as an original.

E. Binding Effect

E.1. This Agreement shall be binding on the Parties and their assigns and successors. Each Party may seek dispute resolution in accordance with Section III.G if the dispute is not resolved.

E.2. This Agreement is not intended to, and does not, create any trust responsibility, substantive or procedural, enforceable at law or equity, by any person or entity, including a Party, against any Party, its agencies, officers, or assigns that is not already authorized under existing law, nor is it intended to deny the existence of, or diminish, any such responsibility that is already authorized under existing law.

F. No Third-Party Beneficiaries

No third party beneficiaries are intended by this Agreement.

G. Entire Agreement

All previous communications between the Parties, either oral or written, with reference to the subject matter of this Agreement are superseded, and this Agreement duly accepted and approved constitutes the entire Agreement between the Parties.

H. Waiver, Force Majeure, Availability of Funds

H.1. The failure of any Party to require strict performance of any provision of this Agreement or a Party's waiver of performance shall not be a waiver of any future performance of or a Party's right to require strict performance in the future**.**

H.2. No Party shall be required to perform due to any cause that constitutes a force majeure event including fire, flood, terrorism, strike or other labor disruption, act of God or riot. The Party whose performance is affected by a force majeure event will notify the other Parties as soon as practicable of its inability to perform, and will make all reasonable efforts to promptly resume performance once the force majeure is eliminated. If the force majeure event cannot be eliminated or addressed, the Party may invoke the dispute resolution under Section III.F.4.

H.3 The actions of the Corps and Reclamation set forth in this Agreement are subject to the availability of appropriated funds. Nothing in this Agreement shall be construed to require the obligation or disbursement of funds in violation of the Anti-Deficiency Act.

I. Reservation of Rights

This Agreement does not address or resolve the Tribes' claims and concerns relating to: (1) BPA funding of assessments under the Northwest Power Act for operational losses of wildlife from the FCRPS Projects; (2) harvest, harvest rights, or harvest allocation of the fish and wildlife resources of the Columbia River Basin unrelated to the FCRPS and Upper Snake projects; (3) the boundaries of the Colville Reservation; or (4) the Tribes'

federally reserved water rights to the Columbia or Okanogan Rivers, including rights for instream flows.

J. Notice

[TBD]

SIGNATURES:

Attachments
A—Project Spreadsheet
B—Project Abstracts

ATTACHMENT B

BPA/BOR/Colville Tribes MOA Project Abstracts

REVISED 3/25//2008

(Note: Projects with a BPA number have additional detailed information available in products developed in the Northwest Power and Conservation Council's 2007-2009 F&W Program process)

ESA PROJECTS

1. Implement Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan (New)

Abstract: This comprehensive, programmatic plan is the centerpiece for mitigation, recovery and conservation in the Okanogan River and is driven by the Colville Tribes (CCT)-developed Okanogan Initiative Plan that arose from subbasin and recovery planning. The project will focus on the sequenced steps necessary to successfully implement habitat-related projects in the Okanogan Subbasin (project development, local landowner interaction, etc.). Projects will be targeted in priority tributaries and the mainstem of the Okanogan and will be directed at known factors limiting UCR Steelhead, UCR Spring Chinook and UCR Summer/fall Chinook, and sockeye production, including water quantity, barriers, warm water temperatures and excessive amount of fine sediment.

Riparian vegetation is important in tributaries of the Okanogan River because these tributaries are typically narrow (i.e. 10 to 15 ft. base flow width) and during the summer the flow is likely to be 10 cfs or less. Thus solar input can greatly increase water temperature making the environment uninhabitable for salmonids. Efforts will be made to rehabilitate, maintain, or enhance riparian vegetation along tributaries within the Okanogan River subbasin**.**

Priority will be on habitat protections for ESA-listed species. Later, funds may be used to increase the viability of sockeye salmon population and for reestablishing coho salmon, in the Okanogan River basin as listed stocks are demonstrated to be on a trend to recovery. Funds may also be used for prioritized land and water acquisition opportunities. Most of the current recovery priorities are detailed in Table 5.9 of the Upper Columbia Spring Chinook Salmon and Steelhead Recovery Plan.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/Okanogan populations.

- Projected Benefits: ~64% increase in Okanogan steelhead survival (Recovery Plan, Table 5.11); See also Figure 5.5 for improvements in Okanogan steelhead diversity, productivity and abundance. The FCRPS PA indicated a 14% increase in habitat quality improvement and survival (Habitat Proposed Action Summary, page 3 and 18) for the projects included in the Proposed Action.

ATTACHMENT B

- References: See CCT proposal # 200722400 in the NPPC's 2007-2009 F&W Program process; pages 6 – 26 of the July 2006 Okanogan Initiative and page 198 of the Recovery Plan.

2. Omak Fish Passage (Ongoing – Expanded)

Abstract: This project supports continuing habitat rehabilitation efforts to address sources of fine sediment and improve passage for UCR Steelhead and spring Chinook. In addition, monitoring and evaluation efforts will assess effectiveness of ongoing activities.

Omak Creek is a unique tributary to the Okanogan, since it is hydrologically unaltered and currently supports UCR Steelhead and to a lesser extent spring Chinook salmon. Range and forest management practices have diminished the quality of habitat that exists within Omak Creek and its tributaries. A recognizable source for reducing the quality of habitat is the extreme amount of fine sediment within Omak Creek, which reduces the incubation success of salmonid eggs. The primary source of fine sediment is from forest roads. These roads contribute sediment from the road prism (chronic) and from washouts of undersized culverts (acute). Efforts have been made by the CCT-Environmental Trust and Fish and Wildlife to identify the undersized culverts and replace them prior to failure. The expected result is to reduce the amount of fine sediment delivered to the waterways within the Omak Creek watershed and ultimately increase steelhead and spring Chinook production.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/Okanogan populations.

- Projected Benefits: 25% increase in Omak steelhead production (pg 21, Okanogan Initiative)

- References: See CCT proposal # 200000100 in the NPCC's 2007-2009 F&W Program process; pages 18-22 of the July 2006 Okanogan Initiative and page ? of the Recovery Plan.

3. Salmon Creek Project (Ongoing-Expanded)

Abstract: Salmon Creek was historically-renowned for abundant anadromous salmonids. During the early 1900's the water in Salmon Creek was diverted for irrigation, thereby terminating these runs. In a continuing effort to recover federally-listed and depressed anadromous fish stocks, the Colville Tribes have signed an MOA with the Okanogan Irrigation District (OID) to provide 700 acre-ft annually to provide fish passage from the mouth of Salmon Creek to upstream of the OID's diversion dam. The Colville Tribes' Salmon Creek project is directed at reconnecting this productive tributary of the Okanogan River. This project initially involves a 12-year water lease with

the Okanogan Irrigation District and construction of a low flow channel (and subsequent maintenance that may be necessary) within the lower reach.

In the event that water (above average snow pack) is available, additional water could be purchased and fish passage could be extended. The result would be an increased number of steelhead accessing the high quality habitat that exists in Salmon Creek thereby increasing natural production of endangered Upper Columbia River Steelhead. This project is related to the Chief Joseph Hatchery Project, as Salmon Creek will provide the primary habitat in the U.S. Okanogan for reintroduction of UCR Spring Chinook. The long-term objective of the Tribes is use of about 3,500 acre-feet of water annually to allow natural production of both UCR Steelhead and UCR Spring Chinook.

(A) BPA funds will be used to acquire, lease, and/or pump additional water (additional to the 700 AF under the existing CCT/OID arrangement, and additional to the BOR commitments of (B), below) through arrangements with OID and/or through use of the Bureau of Reclamation's Shellrock Pump Station.

(B) Consistent with Section II.A.2.c of the Agreement to which this Attachment B is attached, Reclamation will provide funding to the Colville Tribes (by separate agreement) for up to 500 acre-feet (AF) annually of willing-seller leased water in addition to the 700 AF already secured by the Colville Tribes-Okanogan Irrigation District MOA of 2006, to assist with the immediate restoration of instream flow in lower Salmon Creek to allow for viable natural production of UCR Steelhead. This annual 500 AF increment is authorized and contemplated in the 2006 Colville-OID MOA. Reclamation will fund the 500 AF increment in the amount of $72 per AF. If in any given year the 500 AF increment, or any portion thereof, is not available on a willing seller or willing lessor basis, Reclamation and the Tribes, in partnership with the District, may utilize the Reclamation funding identified in this paragraph to attempt to provide the additional water needed to achieve the full 500 AF increment by means of pumping from the Shellrock Pump Station, or other mutually agreeable means, to the extent permitted under applicable State law. In any year in which leased or pumped water may be available in excess of the 500 AF increment, and where agreeable to the Tribes, OID and Reclamation, within the limits of the funding provided in this paragraph, additional waters may be provided for Salmon Creek flows, with attendant fishery benefits estimated. The Colville Tribes will assist in any consultations with the Washington Department of Ecology necessary to seek authorization of the pumping or other means of providing the water for instream purposes. Reclamation will ask NOAA Fisheries to count the 500 AF increment of instream flow as an additional benefit to Upper Columbia steelhead in the FCRPS BiOp (and thereby become part of the baseline in the Okanogan Project consultation). Reclamation will conclude its ESA consultation on the Okanogan Project as promptly as possible.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/Okanogan populations.

- Projected Benefits: Estimated production is 200,000 steelhead fry and 300,000 spring Chinook fry (pg 18, Okanogan Initiative); 980 natural-origin adult steelhead and 800 natural-origin adult spring Chinook (S.Smith, Benefits of the Salmon Creek Project, July 16, 2004)

- References: See CCT proposal # 199604200 in the NPCC's 2007-2009 F&W Program process; the July 2006 Okanogan Initiative, and page ? of the UCR Recovery Plan.

4. Okanogan Habitat (New)

Abstract: Funds will be used by the Colville Tribes for identifying and prioritizing land and water acquisitions within the Okanogan River subbasin, targeting habitat enhancement and protection opportunities. ESA-listed species will be the focus of activities to improve habitat that can allow steelhead and spring Chinook to trend to recovery. Projects will be based on addressing limiting factors as outlined in the Recovery Plan and the Okanogan Initiative. Up to $75,000 of this funding will be available to investigate and plan for cost-effective and needed habitat enhancements in the Canadian Okanagan watershed for the benefit of Chinook salmon and steelhead trout; these habitat enhancements would then be implemented with funds other than those provided by BPA.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/Okanogan populations.

- Projected Benefits: see Project #1

- References: see Project #1

5. Okanogan River Water Acquisition (Ongoing)

Abstract: The CCT will work with the Washington Water Trust on water transactions within the Okanogan River subbasin. This project funds water right transactions to restore streamflows and focused riparian easements on critical fish-bearing tributaries. This project is already funded by BPA for BiOp implementation. The Action Agencies have agreed to target some of that funding from the water transactions project specifically for Okanogan acquisitions.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/Okanogan populations.

- Projected Benefits:

ATTACHMENT B

- References: See Project # 200201301

6. Land and Water Acquisition (New)

Abstract: The Colville Tribes will implement additional land and water acquisition projects. These funds will be applied to enhance ESA-listed species, and may be applied for more general FCRPS fish and wildlife mitigation when listed species are demonstrating a trend towards recovery. These funds and those in Projects #1 and # 4 may also be used to provide O&M for existing and future habitat projects funded as mitigation for the FCRPS to sustain or enhance their benefit to listed species.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/Okanogan populations.

- Projected Benefits: see Project #1

- References: see Project #1

7. Develop Locally Adapted Okanogan Steelhead Broodstock and Recondition Steelhead Kelts. (New)

Abstract: This project is directed at augmenting the production of wild steelhead by increasing capabilities to collect local, naturally-produced adult steelhead and rearing the F1 progeny at Cassimer Bar Hatchery. Current capacity is 20,000 steelhead smolts. As habitat conditions within tributaries are rehabilitated, production needs of locally adapted steelhead is estimated to increase to 200,000 smolts. In addition, a program to recondition an estimated 200 kelts is proposed. This kelt program may be adjusted based on the reproductive success of the kelts in the wild. Some alterations at Cassimer Bar Hatchery may be required for the kelt program.

Developing a locally adapted broodstock to reintroduce or supplement steelhead in rehabilitated Okanogan tributaries can greatly increase the reproductive success of spawning F1 hatchery fish. The current Wells Hatchery steelhead program releases progeny of highly domesticated, hatchery-origin broodstock that are believed to be poor adapted to successful spawning in the natural habitat.

Intensely managing the proportion of hatchery-origin steelhead in the Omak Creek and Salmon Creek watersheds (and possibly above Zosel Dam in Canadian waters) should also increase the productivity of these population components. More broadly, throughout the Okanogan Basin, the proportion of hatchery steelhead in spawning populations can be better controlled through more intensive, selective fishing by Colville Tribes and recreational anglers.

ATTACHMENT B

Kelt reconditioning has the potential to greatly increase the abundance and productivity of natural spawning steelhead populations by increasing and stabilizing steelhead escapement with well-adapted female steelhead. This project will determine the effectiveness of the relative reproductive success of reconditioned kelt steelhead compared to first time spawners.

- Target ESU/Populations: UCR Steelhead /Okanogan population.

- Projected Benefits: Transitioning from Wells Hatchery steelhead to hatchery fish from a local broodstock can be expected to increase productivity of the steelhead population by 200% to 300%. Potential benefits of reconditioned kelts is high, but remains uncertain.

- References: See CCT proposal # 200721200 in the NPCC's 2007-2009 F&W Program process.

8. Chief Joseph Hatchery (Ongoing)

Abstract: CJHP is designed to increase the abundance, productivity, distribution, and diversity of naturally spawning populations of UCR Summer/Fall Chinook salmon in the Okanogan & Columbia Rivers above Wells Dam and to reintroduce extirpated spring Chinook salmon to historical habitats in the Okanogan subbasin. The Project will initially rear and release unlisted Leavenworth stock spring Chinook until an adequate and stable supply of surplus UCR Spring Chinook eggs are available from the Methow River. Once UCR Spring Chinook are available, then all or part of the Leavenworth spring Chinook production will be replaced with the Methow stock. The project includes education and training for prospective hatchery management personnel and fish culturists in 2008-2012. The funding identified in Attachment A is a maximum, and given anticipated cost-share funding, BPA's share is expected to be lower than this maximum.

This project is related to the Salmon Creek and the Omak Creek Passage projects as UCR Spring Chinook from CJHP will be released into these historical habitats.

- Target ESU/Populations: UCR Spring Chinook/Okanogan population.

- Projected Benefits: Program is designed to increase UCR summer/fall Chinook run past Wells Dam by 6,000-29,000 hatchery-origin adults and 2,700 hatchery-origin adult spring Chinook (CJHP Master Plan, May 2004). Upon availability of UCR Spring Chinook eggs, CJHP will be used to reintroduce the species in the Okanogan subbasin. Subsequent production of natural-origin spring Chinook could be in excess of 800 adults (see Salmon Creek project). Reintroduction of spring Chinook into historical habitats is also planned for Omak Creek and the Okanogan River in the United States. Significant benefits may be achieved with

reintroduction of spring Chinook into historical Canadian habitats, but such program action would require funds other than BPA.

- References: See CCT proposal # 200302300 in the NPCC's 2007-2009 F&W Program process; CJHP Master Plan, and CJHP Step 2 Report.

9. Selective Harvest Gear Evaluation (Ongoing)

Abstract: The project will evaluate numerous live-capture, selective fishing gears to harvest targeted (non-listed) species while protecting listed UCR Steelhead and UCR Spring Chinook. Results will be useable in the Okanogan and upper Columbia Rivers. Results should also have wide applicability throughout the Columbia Basin to increase harvest of hatchery stocks while providing increased survival of listed wild populations.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/Okanogan populations.

- Projected Benefits: Live-capture selective fishing gears have the potential to harvest 20 to 60 hatchery fish for every wild fish or non-target fish mortality. These gears allow more selective tribal fisheries with much lower mortalities to ESA-listed species. Use of selective gears also removes excess numbers of hatchery-origin fish from escapements, thereby increasing the productivity of the natural spawning populations.

- References: See CCT proposal # 200724900 in the NPCC's 2007-2009 F&W Program process.

10. Selective Gear Deployment (New)

Abstract: Upon conclusion of the selective fishing gear study, funds will be used to deploy selective fishing gear by the Colville Tribes for selective fishing by Tribal members within waters containing ESA-listed species.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/Okanogan populations.

- Projected Benefits: Live-capture selective fishing gears have the potential to harvest 20 to 60 hatchery fish for every wild fish or non-target fish mortality. These gears allow tribal harvests to therefore occur at much lower mortalities to ESA-listed species. Use of the gears also remove excess numbers of hatchery-origin fish from escapements, thereby increasing the productivity of the natural spawning populations.

ATTACHMENT B

- References: See CCT proposal # 200724900 in the NPCC's 2007-2009 F&W Program process.

11. ESA F&W Law Enforcement (New)

Abstract: The Tribes' existing law enforcement program will be enhanced to include the protection of endangered steelhead and Chinook salmon, and resident fish in the Upper Columbia River. Emphasis will be placed on depleted stocks that are listed and petitioned/proposed for listing under the Endangered Species Act.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/Okanogan populations.

- Projected Benefits:[TBD]

- References: See project proposal #199202400

12. Okanogan Basin M&E (Ongoing)

Abstract: Monitor and evaluate important biological, water quality, and physical habitat indicators for anadromous fish throughout the Okanogan River subbasin to establish a long-term status and trend data set and determine responses from habitat restoration efforts. The plan is designed to do status, trend and effectiveness monitoring. It addresses questions about habitat conditions and abundance, distribution, life-stage survival, and age-composition of anadromous fish in the Okanogan River Basin. The program ultimately will determine how these factors change over time and determine responses from habitat restoration efforts. At the same time the program will eliminate duplication of work, reduce costs, and increase monitoring efficiency. This project will also serve to facilitate data sharing between the Colville Tribes and other regional efforts.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/Okanogan populations.

- Projected Benefits: OBMEP will provide status and effectiveness monitoring for two endangered species that is required in the FCRPS and other BiOps.

- References: See CCT proposal # 200302200 in the NPCC's 2007-2009 F&W Program process;

13. FCRPS Water Management Studies (New)

ATTACHMENT B

Abstract: The Tribes will perform evaluation or analyses of alternative FCRPS water management activities, including dry year operations and forecasting, and provide input on Treaty and non-Treaty water use options to address impacts to Upper Columbia River listed ESUs. These alternative operations could provide important improvements in survival of UCR Steelhead, UCR Spring Chinook and other spring migrating ESUs. Through this project the Colville Tribes will assist BPA in scoping, conducting and analyzing modeling results of these alternative FCRPS operations. The Colville Tribes, working and coordinating with the other Action Agencies, NOAA and other sovereigns, will provide reports on costs and benefits of alternative operations of UCR Steelhead, UCR Spring Chinook and other ESUs relative to their current and prospective viability, and the BiOp jeopardy standard. The specific deliverables will be developed in the contracting process with BPA, and the project scope and need will reviewed by the Parties prior to the start of Year 5.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/All populations. All spring migrant ESUs.

- Projected Benefits: Improved flow management in the month of May in low runoff years is of particular benefit given the poor status of the UCR Steelhead and UCR Spring Chinook ESUs, as well as the status of certain populations within the Snake River Steelhead ESU. Preliminary analyses indicates potential increases in May mid-Columbia flows and lower Columbia River flows in low runoff years can provide a marked increase in juvenile UCR Steelhead passage survival..

- References: see papers submitted during Collaboration and preliminary draft Statement of Work.

14. Adult Salmon and Steelhead Passage Investigations (New)

Abstract: As a part of implementation of proposed RPAs, BPA will be funding analyses to validate the adult survival assumptions used for estimating UCR Steelhead and UCR Spring Chinook survival from Bonneville to McNary Dams, on which were based calculations of extinction risk and recovery potential. BPA will fund the Colville Tribes, as provided in Attachment A, to provide a portion of the deliverables for this work, as mutually agreed. Details on the scope of work, methodologies, and contractor(s) will be determined at a later date based on mutual agreement. Additional funding to the Colville Tribes may be appropriate, depending on the further study development. These studies and evaluations will also be coordinated with NMFS and other interested parties.

- Target ESU/Populations: UCR Steelhead and UCR Spring Chinook/All populations; Okanogan sockeye; Okanogan summer/fall Chinook.

- Projected Benefits: Potential to increase adult UCR steelhead survival by 22% and UCR spring Chinook survival by 6% through the lower Columbia River.

- References: Table 12.1 of the FCRPS draft BiOp

NON-ESA PROJECTS

15. Chief Joseph Kokanee Enhancement (Ongoing)

Abstract: The Chief Joseph Kokanee Enhancement Project supports natural production kokanee in the blocked area that includes both Lake Roosevelt and Lake Rufus Woods. At the request of the ISRP in 2000 the project began to study entrainment at Grand Coulee Dam in 2007 the project returned to enhancing natural populations of kokanee in the tributaries within the reservation boundaries and its ceded land that have historically supported healthy kokanee populations. A Three Step process will begin in 2008.

- Target: Naturally reproducing kokanee in Lake Roosevelt and Lake Rufus Woods and selected tributaries.

- Projected Benefits: Restoration of natural kokanee production in Sanpoil and Barnaby Creeks and increase production in the lower Nespelem River to provide for increased harvest and recreational opportunities. An increase in natural production kokanee salmon will provide a source of nutrients for the ecosystem that has been absent since the blockage of anadromous fish migration with the construction of Chief Joseph and Grand Coulee Dam hydro power facilities.

- References: See Project # 199501100 in the NPCC's 2007-2009 F&W Program process; Intermountain Subbasin Plan 38-33 – 38-42, 2004. CCT F&W Management Plan, 2007.

16. Lake Roosevelt Rainbow Habitat Improvement (Ongoing)

Abstract: Lake Roosevelt Habitat/Passage Improvement Project is a resident fish substitution project designed to mitigate for anadromous fish losses. It provides habitat and passage improvements in primarily the Sanpoil Sub-basin and monitors the results. Other activities include nutrient enhancement, riparian and flow enhancements, restoration of hydrologic function, EMAP status and trend monitoring, and adfluvial rainbow trout population monitoring.

- Target: Naturally produced adfluvial rainbow trout, a large bodied rainbow trout genetically tied to the historic steelhead populations in the blocked areas of the Upper Columbia.

- Projected Benefits: Increased natural production of adfluvial rainbow trout will provide for increased harvest and recreation opportunities in the Sanpoil River and Lake Roosevelt. Habitat and passage improvements will benefit not only the adfluvial rainbow trout but native redband rainbow trout and naturally reproducing kokanee as well. The enhancement of nutrients and restoration of hydraulic function will benefit all aquatic species, increase juvenile and adult condition factors and provide for improved flows.

- References: See Project # 199001800 in the NPCC's 2007-2009 F&W Program process; Intermountain Subbasin Plan 38-4 – 38-33 2004. CCT F&W Management Plan, 2007.

17. Colville Hatchery (Ongoing)

Abstract: The Colville Tribal Fish Hatchery is a resident fish substitution project for lost anadromous fish in the blocked areas. It supports resident fish populations in all Reservation waters. Fish are raised at the hatchery and stocked in Reservation Lakes and streams. As part of the project fish populations as well as environmental conditions and angler success rates are monitored and information gained is used to guide hatchery stocking strategies.

The hatchery was first opened in 1990. Because of this much of the equipment is old and will need to be updated. Some of these updates have already been accomplished. Significant funds will need to be spent in the coming years to continue the revitalization of the hatchery.

- Target: Hatchery is in the process of converting to native locally captured redband rainbow trout from triploid coastal rainbow trout.

- Projected Benefits: Repopulation of native redband rainbow trout and conversion from non-native coastal rainbow trout in Reservation tributaries is anticipated to increase survival in the warmer temperatures and lower oxygen levels found locally during the late summer and early fall providing for increased carry over and natural production. The project is designed to provide for increased harvest and recreational opportunities. This project is intended as partial substitution for the loss of anadromous fish due to the creation of the federal hydropower system utilizing resident fish (resident fish substitution).

ATTACHMENT B

- References: See Project # 198503800 in the NPCC's 2007-2009 F&W Program process; Intermountain Subbasin Plan 31-5 – 31.7, 2004. CCT F&W Management Plan, 2007.

18. Resident Fish RM&E (New)

Abstract: Land acquisitions, fencing, and other passage structures that have been completed or are planned require maintenance, monitoring, and further research is needed into limiting factors for resident fish. This new project would provide that support.

- Projected Benefits: This project will provide long tem status and trend monitoring as well as maintenance of completed habitat and passage improvements to maintain their benefits to fisheries.

- References: CCT F&W Management Plan, 2007.

19. Bridge Creek Water Rights Transfer (New)

Abstract: Low flows in the Sanpoil are a continuous problem for fisheries and landowners that have existing water withdrawal rights for the Sanpoil or its tributaries have been targeted for exchanges in water rights. Cost share with Natural Resource Conservation Service (NRCS) will be utilized to exchange the existing in-stream water right for a well permit. The project will be conducted under the Lake Roosevelt Habitat Improvement Project.

- Projected Benefits: Improvement of flows in summer and early fall for increased juvenile to adult survival of adfluvial rainbow trout, improved spawning habitat availability for kokanee, and improved survival of native redband rainbow trout.

- References: See Project # 199001800 in the NPCC's 2007-2009 F&W Program process; Intermountain Subbasin Plan 38-4 – 38-33, 2004. CCT F&W Management Plan, 2007.

20. Twin Lakes Enhancement (New)

Abstract: Because of eutrophication and the introduction of invasive fish species the significant trout fishery in these lakes has suffered in recent decades. During the summer trout are restricted to a narrow band of water severely limiting the holding capacity of the lake. The temperature in the top 5 meters of the water column is too warm and water below seven meters in anoxic. Injection of oxygen into the hypolimnion during summer

months will greatly increase the volume of water available to trout. This technique has been used successfully in other Eastern Washington Lakes (Newman Lake). Oxygen injection will begin at North Twin. After one season of oxygenation and a year of study a second oxygenation unit will be constructed at South Twin.

- Projected Benefits: Increased oxygen levels in Twin Lakes will increase the amount of usable habitat allowing for increased stocking levels improved survival and allow fish to access available food improving condition factors and improved over winter survival.

- References: Washington State University Summer Habiat Use and Prey Selection of Hatchery Rainbow Trout in Twin Lakes, Washington Report to CCT, 2008.

21. Resident Fish Loss Assessment (New)

Abstract: To date most resident fish work has been proposed and funded as resident fish substitution for lost anadromous fish and their habitat. The subbasin plans and wildlife habitat loss assessments covered some aquatic and riparian habitat and operational losses related to resident fish.. BPA will work with the Colville Tribes to develop a plan to better integrate resident fish habitat protection as part of the ecosystem-based approach to fish and wildlife mitigation begun with the wildlife loss assessment and subbasin plans. This project will include include approaches for addressing the creditable value of past and on-going BPA-funded measures for resident fish.

- Projected Benefits: Provide an assessment of unaddressed resident fish habitat losses from inundation by Federal Hydropower facilities at Chief Joseph and Grand Coulee Dams relative to existing efforts. Develop a crediting system to track mitigation of resident fish losses. .

- References: Intermountain Subbasin Plan, 342 – 34-6 2004.

22. Rufus Woods Harvest Augmentation with Feminized Triploid Rainbow Trout and Creel (New)

Abstract: Because of early escapes from commercial net pens and subsequent purchase and release of net pen reared triploid rainbow trout by the Colville Tribes a popular fishery has developed. In 2008 and 2009 this project will continue to release net pen reared feminized triploid rainbow trout fish as well a monitoring the fishery to determine angler catch rates, the optimal number and size of fish to be released, the origin of fish caught and the primary factors affecting the quality of this fishery. In years 2010-2012 the study will be expanded to better understand the primary productivity of the reservoir and to answer questions raised by the 2008-2009 study.

- Projected Benefits: Increased understanding of the origin of rainbow trout stocks in Lake Rufus Woods and the optimum stocking numbers and well as the contribution to the fishery from fish stocked in Lake Roosevelt and angler pressure. References: See Project # 200740500 in the NPCC's 2007-2009 F&W Program process.

23. Lake Roosevelt Habitat Enhancement Structures (New)

Abstract: This conceptual proposal is intended to mitigate for the annual operational impacts at Grand Coulee Dam associated with the spring drawdown for flood control and summer drawdown to benefit downstream ESA listed species. Annual de-watering and desiccation occurs with normal operations and impact the native resident fish species, macrophytes and macro-invertebrates that utilize the near shore littoral habitat of Lake Roosevelt. Desiccation of eggs and increased predation on the young of year has reduced populations of native resident fish and thereby reducing available forage species within the lake; subsequently, increasing predation on focal species such as kokanee and rainbow trout. The placement of artificial substrates and hiding structures will increase juvenile to adult fish survival and production of macrophytes and macro-invertebrates providing additional food sources to increase productivity and reduce predation on focal game species.

- Projected Benefits: This project will improve survival and productivity of shoreline spawning native and non-native prey species that have been impacted by hydropower operations at Grand Coulee Dam. An increase in available prey species will reduce the dietary overlap between rainbow trout and kokanee in the lake and reduce predation on trout and kokanee by walleye by providing additional food source for game species and improving their return to creel.

- References: CCT F&W Management Plan 2007, Columbia River Water Management Plan EIS 2008.

24. Lake Roosevelt Burbot Population Assessment (New)

Abstract: Burbot populations are decreasing and this conceptual study would assess the current population status and determine any limiting factors impacting their success in Lake Roosevelt. Enhancement work, and associated reprogramming of Agreement funding (see Section II.E.3) may be proposed as a result of this proposed study.

- Projected Benefits: Burbot populations are decreasing in Lake Rufus Woods and Lake Roosevelt. This project will assess the population status and determine the limiting factors so that projects can be developed to increase their numbers.

ATTACHMENT B

- References: Intermountain Subbasin Plan 30-8, 2004. CCT F&W Management Plan, 2007.

25. White Sturgeon Enhancement (New)

Abstract: This project is would build on the results of the many studies currently being conducted to address limiting factors for sturgeon in Lake Roosevelt and enhance their populations.

- Projected Benefits: Currently population studies are assessing the location and population status of sturgeon and the Lake Roosevelt Risk Assessment under the Comprehensive Environmental Recovery Cost and Liability Act (CERCLA) is looking at the impacts from heavy metal and other contaminates in Lake Roosevelt that may have in part led to the juvenile recruitment failure. This project will build on that information and address the determined limiting factors with habitat improvements projects to recover sturgeon populations in the Lake.

- References: Intermountain Subbasin Plan 30-6 – 30-8, 2004. CCT F&W Management Plan, 2007. Trans-boundary Sturgeon Recovery Plan, 2002.

26. Rufus Woods Redband Rainbow Trout Broodstock Net Pens (New)

Abstract: The Colville Tribal Hatchery was not designed to hold broodstock. One of the primary goals of the Hatchery is to convert from raising a coastal strain of rainbow trout to the native red band rainbow. To do this at least 1/3 of the holding capacity of the hatchery will have to be used for holding broodstock if another holding location can not be developed. There are no acceptable lakes readily available. Rufus Woods Reservoir has proved to be an excellent location for raising rainbow trout in net pets. Tribally owned net pens in Rufus Woods would be used to hold up to four age classes of redband broodstock as well as to raise triploid rainbow trout for release into Rufus Woods to support the fishery.

- Projected Benefits: Hatchery operations are limited due to the small size of the hatchery. This project would provide additional area to raise broodstock and stocks for planting in Rufus Woods eliminating the need to purchase fish for planting, increasing the number of fish for planting and increasing harvest and recreational opportunities

- References: See Project # 200740500 in the NPCC's 2007-2009 F&W Program process.

ATTACHMENT B

27. Lake Roosevelt Floating Habitat Enhancement Structures (New)

Abstract: This conceptual proposal is intended to mitigate for the annual operational impacts at Grand Coulee Dam associated with the spring drawdown for flood control and summer drawdown to benefit downstream ESA listed species. Annual de-watering and desiccation occurs with normal operations and impact the native resident fish species that utilize the near shore littoral habitat of Lake Roosevelt. Desiccation of eggs and increased predation on the young of year has reduced populations of native resident fish and thereby reducing available forage species within the lake; subsequently, increasing predation on focal species such as kokanee and rainbow trout. The placement of artificial floating spawning and rearing beds will increase egg to juvenile fish survival providing additional food sources to increase productivity and reduce predation on focal game species.

- Projected Benefits: This project will increase egg to juvenile survival providing additional food sources to increase productivity and reduce predation of focal game species increasing harvest and recreational opportunities in Lake Roosevelt.

- References: CCT F&W Management Plan 2007, Columbia River Water Management Plan EIS 2008.

28. Colville Tribes Wildlife Land Acquisitions (Ongoing)

Abstract: Continuing segment of the Colville Tribes overall goal of mitigating for wildlife losses associated with Grand Coulee and Chief Joseph Dam Projects. This project is the expense portion of the budget to support pre-acquisition activities necessary for potential addition of additional land to the existing mitigation base by acquiring management rights to adjacent or similar lands within the project area. In FY 07 part of the Jacobsen property was acquired, for FY 08 the Tribes intend to acquire similarly appropriate parcels. CCT has approximately 1,844 HU's still unmitigated and one of these parcels will help meet the Tribes goal of mitigation for hydropower impacts. This project covers the costs of evaluating, compiling, and implementing the steps necessary to acquire this parcel. Approximately $120,000 funding per year is needed to complete this pre-acquisition work in addition to the actual property costs. (See associated project abstract entitled Omak Lake Parcel Acquisition)

- References: See Project # 199506700

29.A Wildlife Mitigation, Hellsgate Project, O&M (Ongoing)

ATTACHMENT B

Abstract: The Colville Confederated Tribes (CCT) Wildlife Mitigation Project is an ongoing project (Hellsgate Big Game Winter Range Wildlife Mitigation Project**)**. The original Hellsgate project was initiated in 1992 with land purchases within the bounds of the CCT Hellsgate Wildlife Game Reserve, but at present the project manages 57,418 acres spread across the 1.4 million acres of the CCT Reservation and three Inter-mountain Province (IMP) Sub-basins. The CCT Wildlife Mitigation Project is proposed as the only project to address partial mitigation for habitat losses that the Colville Tribes sustained as a result of Chief Joseph and Grand Coulee Hydropower Projects. The CCT Wildlife Mitigation Project protects and manages core habitat areas for the biological requirements of managed wildlife species. The majority of mitigation lands are located on or near the Columbia River (Rufus Woods Lake and Lake Roosevelt) and surrounded by Tribal land. To date a total of 34,576 habitat units (HUs) have been acquired towards a total of 35,820 HUs lost from hydropower development (USDOE, 1986 and USDOE, 1992). The goal of the CCT Wildlife Mitigation Project is to protect, restore and enhance enough land to compensate for hydropower losses and then manage, enhance, and maintain those habitats for the life of the hydropower projects. Wildlife management will focus on these areas as well as state-threatened or endangered species, species of concern, and species that are important for traditional cultural and/or subsistence use. This project is similar in scope and nature to other projects in the IMP and will continue to protect, restore, and enhance lands acquired for mitigation until fully mitigated. After all acquisitions are completed then this project will become the Hellsgate O&M project to continue protecting the acquired HU's and any enhancements for the life of the project. The Hellsgate Operation and Maintenance Project will conduct all of the O&M activities on project lands. We are mitigating to offset wildlife losses from Grand Coulee and Chief Joseph Dam Projects. Currently 57,418 acres have been enrolled in the project for protection.

For FY 08 & 09, the Hellsgate Project will contribute toward a united UCUT RM&E proposal. The UCUT Wildlife Monitoring and Evaluation Project (UWMEP) is a 5-nation cooperatively managed, habitat and wildlife monitoring program, focused on determining the efforts and outcomes of protection and restoration projects in and proximate to the reservations and aboriginal lands of the Tribes. The UWMEP will focus on the effect of management related changes to habitat on neo-tropical breeding birds, small mammals, vegetation, amphibians, and insects/invertebrates. Other species of concern (e.g., sage and sharp-tailed grouse, traditional foods, and medicines) and/or studies that relate to specific habitat cover types may be added in the future. Five percent of the budget of the Hellsgate project (RM&E work element) for FY 08 & 09 is dedicated for this effort. In 2010 we will again continue RM&E on project lands. This will include collecting biological data as well as periodic monitoring of all mitigation lands on a 5-year schedule.

- References: See BPA Project # 1992204800

29.B Wildlife Mitigation, Hellsgate Project, O&M (New)

ATTACHMENT B

[TBD]

30. Omak Lake Parcels Acquisition (New)

- **Abstract:** Continuing segment of the Tribes' overall goal of mitigating for wildlife losses associated with Grand Coulee and Chief Joseph Dam Projects. This project provides for funding the acquisition of management rights to adjacent or similar lands stemming from pre-acquisition supported by project #28/ 29.B]

- References: [TBD]