

**WASHINGTON DEPARTMENT OF FISH & WILDLIFE
CONTRACTS CONTROL SHEET**

*Dorothy
Estey*

CONTRACT INFORMATION:

RETURN TO:

WDFW CONTRACT NO: 24150872 PERIOD OF PERFORMANCE: 5/1/95 TO 9/30/95

OTHER CONTRACT NO: 95AI39607 TAX ID NO: _____ OMWBE EXCL: _____

TITLE: Col. Rv - Scotch CK Wildlife Area Enh.

CONTRACTOR: USDE - BPA

ADDRESS: P.O. Box 3621, Portland, OR. 97208-3621

CONTRACTOR CONTACT PERSON: Alvin Wilson PHONE NUMBER (503) 230-3614

CONTRACT/AGREEMENT FOR REVIEW & SIGNATURE PLEASE ATTACH ORIGINAL DOCUMENT(S):

PROG. CONTACT:	PHONE NO.	WDFW LOG NO.	CONTRACT/AMD	AMOUNT
<u>JENENE RAYASSEPP</u>	<u>753-1690</u>	<u>950872</u>	CONTRACT: <u>X</u>	<u>19,500</u>
PROGRAM ASST. DIRECTOR: <u>[Signature]</u>		<u>1995</u>	AMEND.	
BUDGET: <u>[Signature]</u>	<u>902-2401</u>	PROGRAM	AMEND.	
FISCAL:			AMEND.	
CONTRACT OFFICER: <u>[Signature]</u>			AMEND	

BUDGET/ACCOUNTING INFORMATION: ADDITIONAL SPACE FOR MASTER INDEX CODES LOCATED ON BACK OF PAGE

ACCOUNTS PAYABLE				ACCOUNTS RECEIVABLE			
MASTER INDEX	sub obj	sub sub	AMOUNT	MASTER INDEX	sub obj	sub sub	AMOUNT
				<u>24501</u>			

APPROPRIATION AUTHORITY: YES NO (CIRCLE) IF NO, UNANTICIPATED PACKET # _____

INDIRECT: NO (YES) (CIRCLE) RATE: 20% IF NO, WAIVER OR JUSTIFICATION MUST BE ATTACHED

PARTICIPATION PERCENTAGE:

FEDERAL: 100% STATE _____ % LOCAL _____ % OTHER _____ %

METHOD OF PAYMENT: DRAW BILLING (PLEASE CIRCLE ONE)

MONTHLY: X QUARTERLY: _____ ANNUAL: _____ MEMO: _____ OTHER: _____

FINANCIAL REPORTING:

QUARTERLY: X ANNUALLY: _____ FINAL: _____ N/A

COMMENTS: Coding will change for new biennium - please call budget office to confirm -

FINANCIAL SERVICES
MAY 23 1995
WASHINGTON DEPARTMENT OF FISHERIES

PROGRAM REPORTS DUE:

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION**

INTERGOVERNMENTAL CONTRACT

ISSUED BY U.S. Department of Energy Bonneville Power Administration - CPPB 905 NE. 11th Ave. Portland, OR 97232		Invoices and Correspondence <i>Must List Contract Number (Item 3)</i>	
		3. Contract Number	95AI39607
		4. Modification Number	
2A. CONTRACTOR-AGENCY NAME AND ADDRESS (Include 9-Digit ZIP Code) State of Washington Department of Fish and Wildlife 600 Capitol Way, North Olympia, WA 98501-1091		5. PERFORMANCE PERIOD May 1, 1995 through September 30, 1995	
2B. TELEPHONE NO		6. SEND INVOICE TO (Include 9-Digit ZIP Code) Bonneville Power Administration ATTN: Billing Clerk - ECB P.O. Box 3621 Portland, OR 97208-3621	
7 TECHNICAL CONTACT	TELEPHONE NUMBER	9. BPA TECHNICAL CONTACT	TELEPHONE NUMBER
Paul Ashley	(360) 664-8782	Joe L. DeHerrera	(503) 231-6971
8 ADMINISTRATIVE CONTACT	TELEPHONE NUMBER	10 BPA ADMINISTRATIVE CONTACT	TELEPHONE NUMBER
Jenene Ratassepp	(360) 753-1690	Toni D. Dewey <i>Gloria Wilson</i>	(503) 230-3614
11 DESCRIPTION			

**COLUMBIA RIVER WILDLIFE MITIGATION
SCOTCH CREEK WILDLIFE AREA ENHANCEMENT
PROJECT NO. 95-056**

This contract consists of:

- 1) Terms and Conditions
- 2) Statement of Work with Objectives and Tasks to those Objectives.
- 3) Project Budget

12. BPA USE ONLY		13. TOTAL VALUE	
A. ACCOUNTING DATA EWP 49 G44 F1301		A. Fixed Amount	
B. REQUISITION NUMBER 95PR39607	C. PROJECT NUMBER 95-056	B. Ceiling - Not to Exceed \$19,500.00	
14. CONTRACTOR-AGENCY		15. BONNEVILLE POWER ADMINISTRATION	
SIGNATURE <i>Lembit Ratassepp</i>	B. DATE 5/19/95	A. SIGNATURE <i>Delbert L. Olenlager</i>	B. DATE 5/24/95
C. NAME AND TITLE OF SIGNER Lembit Ratassepp, Comptroller		C. NAME OF CONTRACTING OFFICER Delbert Olenlager	D. TELEPHONE NUMBER (503) 230-3638

STATEMENT OF WORK

COLUMBIA RIVER WILDLIFE MITIGATION SCOTCH CREEK WILDLIFE AREA ENHANCEMENT Project No. 95-056

ADMINISTRATIVE SUMMARY

Organization- State of Washington Department of Fish and Wildlife
Address: 600 Capitol Way, North
Olympia, WA 98501-1091

Administrative.
Contact: Jenene Ratssepp, (360) 753-1690
Technical Contact: Paul Ashley, (360) 664-8782.
Project Period: From Date of Award Through September 1995

CONTRACT GOAL STATEMENT

The goal of this agreement is to initiate enhancement activities on the Scotch Creek Wildlife Area as partial mitigation for wildlife losses associated with the construction of Grand Coulee and Chief Joseph dams.

Mitigation funds will be used to continue existing enhancement/maintenance projects on approximately 2,700 acres of shrub-steppe habitat. Equipment and labor will be furnished by WDFW except where noted within the "Contracted Service & Equipment Rental" line items

COORDINATION

Coordination of this agreement will include Bonneville Power Administration, Washington State Department of Fish and Wildlife, Scotch Creek Wildlife Area Citizen Advisory Group, local elected officials, and adjoining landowners.

**SCOTCH CREEK WILDLIFE AREA
STATEMENT OF WORK
Project No. 95-056**

Objective 1: Enhance an existing 50 acre alfalfa field in order to improve nesting habitat for sharp-tailed grouse and provide forage for mule deer. Repair associated field irrigation/sump systems.

Task 1: Reseed 50 acre alfalfa field.

<u>Activity/Materials</u>	<u>Cost</u>
-Discing/Harrowing	\$ 200.00
-Alfalfa Seed	2,500.00
-Herbicide	750.00
-Seeding	100.00*
-Subtotal	\$3,550.00

Task 1.1: Separate existing single irrigation line into two segments and repair sump.

<u>Activity/Materials</u>	<u>Cost</u>
-Purchase used line mover	\$1,200.00
-Contract Back Hoe (sump repair)	800.00
-Sump Repair Materials	700.00
-Subtotal	\$2,700.00

Objective 2: Prepare abandoned crop fields/overgrazed range (100 acres) for fall seeding.

Task 2: Control undesirable vegetation with mechanical/chemical treatments.

<u>Activity/Materials</u>	<u>Cost</u>
-Summer Fallow 60 acres	\$1,000.00**
-Herbicide (3 applications on 40 acres)	1,200.00
-Subtotal	2,200.00

* Funds required for Petroleum, Oil, and Lubrication (POL). Equipment furnished by WDFW.

** Includes POL, equipment rental, and/or contract farming.

Scotch Creek Wildlife Area Statement of Work (cont.)

Objective 3: Control weeds on 2,533 acres. Herbicides will be applied in compliance with federal, state, and local laws/regulations and product label instructions.

Task 3: Control weeds on designated areas as required.

<u>Activity/Materials</u>	<u>Cost</u>
-Contract Aerial Spraying (100 acres)	\$3,500.00
-Herbicides (ground rig spraying 33 acres)	1,000.00
-Herbicides (spot spraying 2,400 acres)	1,500.00
-Backpack Sprayer	100.00
-POL	200.00
-Subtotal	\$6,300.00

Objective 4: Repair nine miles of boundary fence.

Task 4 Repair fence.

<u>Activity/Materials</u>	<u>Cost</u>
-Fence Posts, wire, staples, clips	1,500.00
-Subtotal	\$1,500.00

TASK TOTAL **\$16,250.00**

**SCOTCH CREEK WILDLIFE AREA
PROJECT BUDGET**

A. SALARIES/BENEFITS

Salaries:	\$0.00
Total Salaries and Benefits	\$0.00

B. TRAVEL/TRANSPORTATION

Petroleum, Oil, Lubrication	\$500.00
Total Travel and Transportation	\$500.00

C. OPERATIONS AND MAINTENANCE

Seed	\$ 2,500.00
Herbicide	4,450.00
Irrigation Line Mover	1,200.00
Sump Repair Materials	700.00
Backpack Sprayer	100.00
Fence Materials	1,500.00
Equipment Rental	500.00

Total Operations and Maintenance	\$10,950.00
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D. CONTRACT SERVICES

Back Hoe Excavation	\$ 800.00
Contract Farming	500.00
Aerial Spraying	3,500.00

Total Contract Services	\$4,800.00
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E. CONTRACT SERVICES

Overhead (20%)	\$3,250.00
Total Overhead	\$3,250.00

TOTAL ESTIMATED CONTRACT COST	\$19,500.00
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WASHINGTON DEPARTMENT OF FISH & WILDLIFE
CONTRACTS CONTROL SHEET

Dorothy
RETURN TO: *Extein*

CONTRACT INFORMATION:

DFW CONTRACT NO: 1410-94150 (1) PERIOD OF PERFORMANCE: 9/1/94 to 8/31/95

OTHER CONTRACT NO: DE-BJ79-93BPO3446 (1) TAX ID NO: _____ OMWBE EXCL: _____

TITLE: Swansen Lake Sharp-Tailed Graine mgnt Activities

CONTRACTOR: USDE-Bonneville Power Administration

ADDRESS: P.O. Box 3621, Portland DE 97208-3621

CONTRACTOR CONTACT PERSON: Gloria D. Wilson PHONE NUMBER (503) 230-3614

CONTRACT/AGREEMENT FOR REVIEW & SIGNATURE PLEASE ATTACH ORIGINAL DOCUMENT(S):

PROG. CONTACT:	PHONE NO.	WDFW LOG NO.	CONTRACT/AMD	AMOUNT
<i>Jenene Ratassepp</i>	<i>3-1690</i>		CONTRACT:	
PROGRAM ASST. DIRECTOR: <i>Chris Duvall</i>		<i>95-0280</i>	AMEND. 1	<i>195,397</i>
BUDGET: <i>John 2-2629</i>			AMEND.	
FISCAL:			AMEND.	
CONTRACTS OFFICER: <i>Maria</i>			AMEND	

BUDGET/ACCOUNTING INFORMATION:

ADDITIONAL SPACE FOR MASTER INDEX CODES LOCATED ON BACK OF PAGE

ACCOUNTS PAYABLE				ACCOUNTS RECEIVABLE			
MASTER INDEX	sub obj	sub sub	AMOUNT	MASTER INDEX	sub obj	sub sub	AMOUNT
<i>244001</i>				<i>244001</i>			

APPROPRIATION AUTHORITY: YES NO (CIRCLE) IF NO, UNANTICIPATED PACKET #

INDIRECT: NO (YES) (CIRCLE) RATE: 20 % IF NO, WAIVER OR JUSTIFICATION MUST BE ATTACHED

PARTICIPATION PERCENTAGE:

FEDERAL: 100 % STATE % LOCAL % OTHER %

METHOD OF PAYMENT: DRAW BILLING (PLEASE CIRCLE ONE)

(MONTHLY) QUARTERLY: ANNUAL: MEMO: OTHER:

FINANCIAL REPORTING:

(QUARTERLY) ANNUALLY: FINAL: N/A

COMMENTS:

PROGRAM REPORTS DUE: Monthly progress reports

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION**

Electronic Version
Approved by SSTD
09/01/93

INTERGOVERNMENTAL CONTRACT

1. ISSUED BY U.S. Department of Energy Bonneville Power Administration Attn: Gloria D. Wilson - CPPB 905 N.E. 11th Avenue Portland, OR 97232		Invoices and Correspondence <i>Must List Contract Number (Item 3)</i>	
2A. CONTRACTOR-AGENCY NAME AND ADDRESS (Include 9-Digit ZIP Code) Washington Department of Fish and Wildlife 600 Capitol Way, North Olympia, WA 98501-1091		3. Contract Number DE-BI79-93BP03446	4. Modification Number 001
2B. TELEPHONE NO. (206) 753-1690	7. TECHNICAL CONTACT Paul Ashley TELEPHONE NUMBER (206) 664-8782	5. PERFORMANCE PERIOD September 30, 1993 - August 31, 1995	
8. ADMINISTRATIVE CONTACT Jenene Ratssepp TELEPHONE NUMBER (206) 753-1690	9. BPA TECHNICAL CONTACT Joe DeHerrera - EWP TELEPHONE NUMBER (503) 231-6971	6. SEND INVOICE TO (Include 9-Digit ZIP Code) Bonneville Power Administration ATTN: Billing Clerk - ECB P.O. Box 3621 Portland, OR 97208-3621	
11. DESCRIPTION	10. BPA ADMINISTRATIVE CONTACT Gloria D. Wilson - CPPB TELEPHONE NUMBER (503) 230-3614		

**SWANSON LAKES SHARP-TAILED GROUSE MANAGEMENT ACTIVITIES
PROJECT NO. 91-61**

This Modification is issued to authorize the following changes:

- Change the Project Title -
From: Lincoln County Sharp-Tailed Grouse Wildlife Mitigation Project
To: Swanson Lakes Sharp-Tailed Grouse Management Activities
- Revise the Statement of Work. The revised Statement of Work supersedes all previous Statements of Work. (Attachment I)
- Authorize additional funding as follows:

Current Contract	\$167,785.00
This Modification 001	\$195,397.00
New Contract Total	\$363,182.00

Effective date of this Modification shall be September 1, 1994.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Attachment I - Revised Statement of Work
Attachment II - Project Budget (September 1, 1994 - August 31, 1995)

12. BPA USE ONLY		13. TOTAL VALUE	
A. ACCOUNTING DATA PJ 49 GNL F1301		A. Fixed Amount	
B. REQUISITION NUMBER 94PR33789 & 94PR33789-001	C. PROJECT NUMBER 91-61	B. Ceiling - Not to Exceed \$363,182.00	
14. CONTRACTOR-AGENCY		15. BONNEVILLE POWER ADMINISTRATION	
A. SIGNATURE 	B. DATE 10/14/94	A. SIGNATURE 	B. DATE 9/28/94
C. NAME AND TITLE OF SIGNER Patricia McLain Senior Assistant Director		D. TELEPHONE NUMBER Delbert S. Olenslager (503) 230-3638	

STATEMENT OF WORK

SWANSON LAKES SHARP-TAILED GROUSE WILDLIFE MITIGATION PROJECT MANAGEMENT ACTIVITIES PROJECT NO. 91-61

ADMINISTRATIVE SUMMARY

Organization Address: Washington Department of Fish and Wildlife
600 Capitol Way North
Olympia, WA 98501-1091

Administrative Contact: Jenene Ratassepp (206) 753-1690

Technical Contact: Paul Ashley (206) 664-8782

Project Period: September 1, 1994 to August 31, 1995

PROJECT GOAL

Initiate management and conduct project start-up activities on the Swanson Lakes Sharp-tailed Grouse Wildlife Mitigation Project. Management includes all the actions defined in this agreement except the following:

- Jurisdiction over decision making on any outgrants (third party uses of the real estate) which may have long-term impacts on the land.
- Initiation and execution of any legal instruments to effect outgrant uses, collection of rents, and renewals of such contracts.
- Deciding on mitigation of any findings from cultural resources or endangered species surveys provided by this agreement.

COORDINATION

Coordination of the interim agreement will include the Bureau of Land Management (BLM), Bonneville Power Administration (BPA), Department of Natural Resources (DNR), local elected officials, and adjacent landowners.

NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE

During the term of this project, any expenditures shall be consistent with BPA's Environmental Assessments for the Sharp-tailed Grouse Project and Finding of No Significant Impact issued on October 13, 1992.

Objective 1: *Based on the Programmatic and Site-specific Management Plans and the Environmental Assessment, prioritize management objectives, develop an implementation schedule through September 30, 1997, and determine the needed resources.*

Task 1.1 Continue working towards Cooperative Resource Management Plan (CRMP) opportunities with BLM and DNR consistent with mitigation program objectives. Make recommendations.

Duration: September 1994 through August 1995

Level of Effort (days): WDFW-13

Product: Report describing opportunities and recommendations.

Task 1.2 Identify, prioritize, and recommend an implementation schedule for critical habitat enhancement activities on project lands.

Duration: September 1994 to December 1994

Level of Effort (days): WDFW-19

Product: Report describing critical enhancement activities. Recommend implementation schedule.

Task 1.3 Develop an Operation and Maintenance request and justification.

Duration: September 1994 through December 1994

Level of Effort (days): WDFW-17

Product: Operation and Maintenance request and justification.

Task 1.4 Based on results of Tasks 1.1 through 1.3, develop a draft implementation schedule.

Duration: December 1994 through January 1995

Level of Effort (days): WDFW-6

Product: Draft implementation schedule.

Due Date: January 31, 1995

Task 1.5 Complete final implementation schedule through September 30, 1997.

Duration: February 1995

Level of Effort (days): WDFW-11

Product: Final implementation schedule.

Due Date: February 28, 1995

Objective 2: *Conduct management and oversight of the Swanson Lakes Sharp-tailed Grouse Wildlife Mitigation Project.*

Task 2.1 Upon BPA approval of implementation schedule, as developed in Objective 1, implement enhancement/management measures.

Duration: March 1995 through August 1995
Level of Effort (days): WDFW-50
Product: Monthly progress reports.

Task 2.2 Receive and forward to BPA any outgrant requests by third parties for long-term uses of the Swanson Lakes Sharp-Tailed Grouse site such as pipelines, roads, or power lines.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-14
Product: Notification of request received. Monthly progress reports.

Task 2.3 Receive and determine resolution of short-term requests by third parties for multiple uses of the Lincoln County Sharp-tailed Grouse site such as firewood collecting, mushroom picking, and access over existing roads.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-13
Product: Monthly progress reports.

Task 2.4 Determine and report to BPA the existence of any encroachments, boundary disputes, trespass, illegal dumping, or other unauthorized activities. Assist with resolution to include informing observed offenders that they are committing illegal acts, contacting legal authorities and assisting them when their methods require landowner/manager action, placing barriers and/or signs at locations that would discourage the unauthorized activities, and any other appropriate actions.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-16
Product: Incident report and recommendations for resolution due within two weeks of occurrence. Monthly progress reports.

Task 2.5 Conduct a cultural resources survey and provide mitigation recommendations for BPA approval of enhancement activities occurring on the Swanson Lakes Sharp-tailed Grouse site.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-3
Product: Survey results and mitigation recommendation. Monthly progress reports.

Task 2.6 Conduct an endangered species survey and provide mitigation recommendations for BPA approval of proposed enhancement activities occurring on the Swanson Lakes Sharp-tailed Grouse site.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-20
Product: Survey results and mitigation recommendation. Monthly progress reports.

Task 2.7 Provide adequate fire protection to include surveillance and fire fighting resources.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-4
Product: Monthly progress reports.

Task 2.8 Procure all needed and necessary permits from federal, state, or local governments for proposed actions occurring on the Swanson Lakes Sharp-tailed Grouse site.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-6
Product: Monthly progress reports.

Objective 3: *Inventory and maintain existing physical improvements. Control noxious weeds.*

Task 3.1 Determine location and condition of all roads, fences, gates, culverts, wells, and all other physical improvements on project lands.

Duration: September 1994 through March 1995
Level of Effort (days): WDFW-32
Product: A map and description of all physical improvements.
Due Date: March 31, 1995

Task 3.2 Maintain all physical improvements identified in Task 3.1 to the extent necessary to carry out the comprehensive management plan.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-79
Product: Monthly progress reports.

Task 3.3 Control weeds as outlined in the attached Exhibit A, and as required by state and county regulations. Federal, state, and county regulations governing the use of chemical control measures will be observed. Maintain record of application in accordance with Exhibits A, B and C.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-65
Product: Pesticide control plan. Record of application.

Task 3.4 Inventory, survey, and determine habitat units through the use of HEP on new acquisitions/easements.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-47
Product: Baseline habitat map, record of existing habitat units.

Task 3.5 Survey north boundary of T25N R34E Sections 25, 26, 27, and 28 and east boundary of T25N R34E Section 25.

Duration: September 1994 through April 1995
Level of Effort (days): WDFW-4 intra-agency effort by WDFW survey crew, estimated cost \$45,000.
Product: Survey results.

Task 3.6 Construct approximately three miles of four-strand barb wire fence on northern boundary of T24N R34F sections 25 and 26 and on the eastern boundary of T25N R34E section 25.

Duration: April 1995 through August 1995
Level of Effort (days): WDFW-16
Product: Replacement of three miles of boundary fence.

Objective 4: *Secure the property and provide law enforcement.*

Task 4.1 Install informational and regulatory signs.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-15
Product: Information and regulatory signs.

Task 4.2 For criminal actions, to the extent deemed appropriate, notify state/local law enforcement authorities, arrange for arrest, determine the proper prosecuting attorney, and assist in the prosecution.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-19
Product: Incident report due no later than one week after occurrence.
Monthly progress reports.

Task 4.3 For civil actions, investigate the material facts and assist in any litigation which may arise out of the facts.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-13
Product: Incident report due no later than one week after occurrence.
Monthly progress reports.

Task 4.4 Swanson Lakes Project Manager to successfully complete the reserve officer enforcement training program and ongoing annual enforcement training.

Duration: September 1994 through August 1995
Level of Effort: WDFW-38
Product: Project Manager becomes a commissioned law enforcement officer.

Objective 5: Survey for attractive nuisances, report and investigate accidents, and provide liability insurance.

Task 5.1 Survey the Swanson Lakes Sharp-tailed Grouse site for attractive nuisances (e.g., wells, mines, unoccupied buildings, and others) and keep the property safe and free of hazards to persons and property. Make mitigation recommendations to BPA and implement BPA approved mitigation.

Duration: September 1994 through November 1994

Level of Effort (days): WDFW-31

Product: Survey results including a map thereof, recommendations for resolution, and completed mitigation as outlined in the monthly progress reports.

Due Date: Survey and recommendation due November 15, 1994.

Task 5.2 Notify BPA of any personal injuries, deaths of a person, or major property damages on the premises. Investigate fully, report such to BPA, and cooperate in the defense against any tort claim.

Duration: September 1994 through August 1995

Level of Effort (days): WDFW-12

Product: Incident report due within two working days of incident.

Investigation report due within two weeks of incident. Monthly progress reports.

Task 5.3 Provide liability insurance showing BPA as named insured party. Policy will have a deductible of no more than \$10,000 and will provide liability insurance of at least \$1,000,000.

Duration: September 1994 through August 1995

Level of Effort (days): WDFW-1

Product: Proof of liability insurance.

Due Date: Proof of liability insurance due September 15, 1994.

Objective 6: Identification and clean-up of non-hazardous materials.

Task 6.1 Identify through testing and other methods the existence of, type, and extent of non-hazardous materials added to the property after initiation of this agreement.

Duration: September 1994 through August 1995

Level of Effort (days): WDFW-7

Product: Site assessment report including test results.

Task 6.2 Develop and submit a clean-up plan for BPA approval.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-6
Product: Clean-up plan. Monthly progress reports.

Task 6.3 Clean-up any existing or future dumped non-hazardous materials in compliance with BPA approved plan and federal, state, and local laws and requirements.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-15
Product: Progress report of clean-up.

Objective 7: Advisory Group Coordination.

Task 7.1 Coordinate with the Grand Coulee/Chief Joseph Wildlife Mitigation Steering Committee to provide for oversight of project management.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-8
Product: Documentation of input received.

Objective 8: Provide land records. Prepare and submit monthly progress reports.

Task 8.1 Provide copies of any documents or correspondence which involve actions occurring on the land that impact BPA's real estate interest or may have liability implications for BPA.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-5
Product: Copies of all appropriate documents or correspondence. Monthly progress reports.

Task 8.2 Prepare and submit monthly progress reports and related administrative paperwork to BPA.

Duration: September 1994 through August 1995
Level of Effort (days): WDFW-12
Product: Monthly progress reports.

CONTRACTS CONTROL SHEET

CONTRACT INFORMATION:

RETURN TO:

V CONTRACT NO: <u>24150145</u>	PERIOD OF PERFORMANCE: <u>3/15/94 TO 9/30/97</u>
OTHER CONTRACT NO: <u>94 BI33242</u>	TAX ID NO: _____
OMWBE EXCL: _____	
TITLE: <u>Douglas Co Pygmy Rabbit Mitigation</u>	
CONTRACTOR: <u>UNDE - BPA</u>	
ADDRESS: <u>905 NE 114 Ave, Portland OR, 97232</u>	
CONTRACTOR CONTACT PERSON: <u>Mary T. Beaudoin</u> PHONE NUMBER _____	

CONTRACT/AGREEMENT FOR REVIEW & SIGNATURE PLEASE ATTACH ORIGINAL DOCUMENT(S):

PROG. CONTACT:	PHONE NO.	WDFW LOG NO.	CONTRACT/AMD	AMOUNT
<u>Katassup</u>	<u>3-1690</u>	<u>95-0145</u>	CONTRACT: <u>X</u>	<u>74,640</u>
PROGRAM ASST. DIRECTOR:			AMEND.	
BUDGET: <u>CLF</u>			AMEND.	
FISCAL:			AMEND.	
CONTRACTS OFFICER: <u>Maria</u>			AMEND	

BUDGET/ACCOUNTING INFORMATION: ADDITIONAL SPACE FOR MASTER INDEX CODES LOCATED ON BACK OF PAGE

ACCOUNTS PAYABLE				ACCOUNTS RECEIVABLE			
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<u>305574</u>							

APPROPRIATION AUTHORITY: YES NO (CIRCLE) IF NO, UNANTICIPATED PACKET #

INDIRECT: NO YES (CIRCLE) RATE: 20 % IF NO, WAIVER OR JUSTIFICATION MUST BE ATTACHED

PARTICIPATION PERCENTAGE:

FEDERAL: 100 % STATE % LOCAL % OTHER %

METHOD OF PAYMENT : DRAW BILLING (PLEASE CIRCLE ONE)

MONTHLY: QUARTERLY: ANNUAL: MEMO: OTHER:

FINANCIAL REPORTING:

QUARTERLY: ANNUALLY: FINAL: N/A

COMMENTS:

PROGRAM REPORTS DUE:

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION**

INTERGOVERNMENTAL CONTRACT

ISSUED BY U.S. Department of Energy Bonneville Power Administration - 905 NE. 11th Ave. Portland, OR 97232		Invoices and Correspondence <i>Must List Contract Number (Item 3)</i>	
		3. Contract Number	94BI33242
		4. Modification Number	N/A
2A. CONTRACTOR-AGENCY NAME AND ADDRESS (Include 9-Digit ZIP Code) Washington Department of Fish and Wildlife 600 Capital Way, North Olympia, WA 98501-1091		5. PERFORMANCE PERIOD August 15, 1994 through September 30, 1997	
2B. TELEPHONE NO.		6. SEND INVOICE TO (Include 9-Digit ZIP Code) Bonneville Power Administration ATTN: Billing Clerk - PJ P.O. Box 3621 Portland, OR 97208-3621	
7. TECHNICAL CONTACT	TELEPHONE NUMBER	9. BPA TECHNICAL CONTACT	TELEPHONE NUMBER
Paul Ashley	(206) 664-8782	Joel L. DeHerrera	(503) 231-6971
8. ADMINISTRATIVE CONTACT	TELEPHONE NUMBER	10. BPA ADMINISTRATIVE CONTACT	TELEPHONE NUMBER
Dorothy Exstein	(206) 902-2435	Nancy K. Anderson	(503) 230-5064
11. DESCRIPTION			

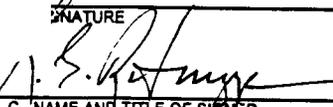
**Douglas County Pygmy Rabbit Wildlife Mitigation
Project No. 99-044**

This is a Cost Reimbursement contract

Effective Date: Aug. 15, 1994.

Contents:

- Terms and Conditions
- Statement of Work
- Budget

12. BPA USE ONLY		13. TOTAL VALUE	
A. ACCOUNTING DATA PJ 48 GNL F1301		A. Fixed Amount N/A	
B. REQUISITION NUMBER 33242	C. PROJECT NUMBER 99-044	B. Ceiling - Not to Exceed \$74,640	
CONTRACTOR-AGENCY		15. BONNEVILLE POWER ADMINISTRATION	
SIGNATURE 	B. DATE 8/22/94	A. SIGNATURE 	B. DATE 9/1/94
C. NAME AND TITLE OF SIGNER Lembit Rattsope, Comptroller		D. TELEPHONE NUMBER (503) 230-5064	

Objective 1: Conduct management and oversight of property owned by BPA, within the Douglas County Pygmy Rabbit Wildlife Mitigation Project.

- 1 Receive and forward to BPA any outgrant requests by third parties for long-term uses of the site such as pipelines, roads, or power lines.
- 2 Determine resolution of short-term requests by third parties for multiple uses of the site such access over existing roads.
- 3 Identify and recommend to BPA leasing opportunities or needs, qualified tenants, delineation of real estate involved, and the physical terms and conditions of the proposed leasing arrangement.
- 4 Determine and report to BPA the existence of any encroachments, boundary disputes, trespass, illegal dumping, or other unauthorized activities. Assist with resolution to include informing observed offenders that they are committing illegal acts, contacting legal authorities and assisting them when their methods require landowner/manager action, placing barriers and/or signs at locations that would discourage the unauthorized activities, and any other appropriate actions.
- 5 Identify key habitat within the project site and provide adequate fire protection to include surveillance, fire fighting resources, and clean-up.
- 6 Procure all needed and necessary permits from federal, state, or local governments for proposed actions occurring on the site.
- 7 For criminal actions, to the extent deemed appropriate, notify state/local law enforcement authorities, arrange for arrest, determine the proper prosecuting attorney, and assist in the prosecution. Report incident no later than one week after occurrence.
- 8 For civil actions, investigate the material facts and assist in any litigation which may arise out of the facts. Report incident no later than one week after occurrence.
- 9 Survey the site for attractive nuisances (e.g., wells, mines, unoccupied buildings, and others) and keep the property safe and free of hazards to persons and property. *Edwards*
- 10 Notify BPA of any personal injuries, deaths of a person, or major property damages on the premises. Investigate fully, report such to BPA, and cooperate in the defense against any tort claim. Report incident within two working days of occurrence.
- 11 Provide liability insurance showing BPA as named insured party. Policy will have a deductible of no more than \$10,000 and will provide liability insurance of at least \$1,000,000.
- 12 Provide copies of documents or correspondence which involve actions occurring on the land that impact BPA's real estate interest or may have liability implications for BPA.
- 13 Clean up any existing or future dumped non-hazardous materials in compliance with federal, state, and local laws and requirements.

Duration for Objective 1:
Level of Effort (days):

Date of Award through September 30, 1997
WDFW - 68

Objective 4: Advisory Group Coordination.

Task 4.1 Coordinate with the Grand Coulee/Chief Joseph Wildlife Mitigation Steering Committee to provide for oversight of project management.

Duration: September, 1993 through September, 1997
Level of Effort (days): WDFW - 8
Product: Documentation of meetings held and input received.

Objective 5: Prepare and submit monthly progress reports.

Task 5.1 Prepare and submit monthly progress reports to BPA.

Duration: August, 1994 through September, 1997
Level of Effort (days): WDFW - 12
Product: Monthly progress reports.

BUDGET
DOUGLAS COUNTY PYGMY RABBIT PROJECT
 Budget Period: Date of Award through June 30, 1995

A. SALARIES/BENEFITS

Salaries:

<u>Personnel</u>	<u>Level</u>	<u>Months</u>	<u>Monthly Rate</u>	<u>Total</u>
Resource Program Manager II	56	1.2	\$3,852	\$ 4,623
Habitat Development Manager	41	6.2	2,660	16,492
Resource Program Manager I	52	1.0	3,492	3,492
TOTAL		8.4	<u>184</u>	\$24,607
		(.7 FTE)		

Benefits:

RPM II	\$1,002 x 1.2 months	\$ 1,202
HDM	692 x 6.2 months	4,290
RPM I	908 x 1.0 months	908
TOTAL		\$ 6,400

Total salaries & benefits

\$31,007

B. Travel/Transportation

• Per Diem (10 days x \$66/day)	660
• Mileage (8,000 miles x \$0.25)	<u>2,000</u>
Total Travel/Transportation	\$ 2,660

WASHINGTON STATE DEPARTMENT OF WILDLIFE
CONTRACT CONTROL SHEET

Wdw# 1410-94150

CONTRACT INFORMATION:

Project # 91-61

Contract # DE-BI79-93BPO3446 Perf. Period 9/30/93 to 8/31/94

Contract Title: Lincoln Co. Sharp-Tailed Grouse W/L mitigation Project

Contractor & Address: USDE - Bonneville Power Admin - SRPF
P.O. Box 3621 Portland, OR 97208-3621

Contact Person Gloria Wilson Phone # (503) 230-3614

Federal Tax Identification # _____

MWBE Certification # (if applicable) _____

REVIEWED & APPROVED:

PROGRAM MANAGER	DATE	WDW NUMBER		AMOUNT
<i>J. Neef</i>	<i>9/24/93</i>	<i>94-150</i>	INITIAL <i>X</i>	<i>\$167,785</i>
ASSISTANT DIRECTOR	DATE		AMEND #	\$
			AMEND #	\$
FISCAL OFFICER	DATE		AMEND #	\$
			AMEND #	\$
BUDGET OFFICER	DATE		AMEND #	\$
<i>R. Schappo</i>	<i>10/14/93</i>		AMEND #	\$

APPROPRIATION AUTHORITY: YES _____ NO _____ IF NO, UNANTICIPATED PACKET # _____

ACCOUNTING INFORMATION: ACCT. REC. ACCT. PAY. _____

FUND	APPR INDEX	PROG INDEX	ORGN INDEX	PROJECT	SUB PROJ	SUB OBJ	SSUB OBJ	AMOUNT	COMMENTS
	<i>020</i>	<i>248</i>	<i>2100</i>	<i>2440</i>	<i>01</i>	<i>Swanson Lake</i>	<i>O & M</i>		
	<i>020</i>	<i>248</i>	<i>2100</i>	<i>2440</i>	<i>02</i>	<i>Swanson Lake</i>	<i>Regional Admin</i>		
	<i>020</i>	<i>248</i>	<i>2100</i>	<i>2440</i>	<i>03</i>	<i>Swanson Lake</i>	<i>Olympia</i>		

Revenue Code: _____ Program Income Code: _____

Overhead/Indirect: Yes No _____ (Percent *38.7%*)
Schedule: Billing _____ Draw _____ Monthly Quarterly _____ Annually _____

Comments: _____

**U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION
AGREEMENT**

1. AGREEMENT NO. DE-BI79-93BP03446	2. AGREEMENT TYPE <input type="checkbox"/> Interagency <input type="checkbox"/> Intraagency <input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Customer	3. MODIFICATION NO.	4. EFFECTIVE DATE See Block 14	5. PROCUREMENT REC PR79-93BP03446
6. ORGANIZATION AND ADDRESS Washington Department of Wildlife 600 Capitol Way, North Olympia, WA 98501-1091		9. ORGANIZATION AND ADDRESS U.S. Department of Energy Bonneville Power Administration - SRPF P.O. Box 3621 Portland, OR 97208-3621		
7. TECHNICAL CONTACT Paul Ashley PHONE NO. (206) 664-8782	10. BPA TECHNICAL CONTACT Joe L. Deherrera PHONE NO. (503) 231-6947			
8. ADMINISTRATIVE CONTACT Jenene Fenton PHONE NO. (206) 753-1690	11. BPA ADMINISTRATIVE CONTACT Gloria D. Wilson PHONE NO. (503) 230-3614			
12. THIS AGREEMENT WAS NEGOTIATED PURSUANT TO <input type="checkbox"/> 31 U.S.C. 1535 (Federal) <input type="checkbox"/> 16 U.S.C. 832g (Other) <input checked="" type="checkbox"/> 16 U.S.C. 832a(f) (Customer) <input type="checkbox"/>		13. AGREEMENT EFFECTIVE FROM DATE IN BLOCK 4 UNTIL August 31, 1994		

14. TITLE AND BRIEF DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS AGREEMENT; DOCUMENTS WHICH ARE ATTACHED TO AND BECOME A PART OF THIS AGREEMENT:

PROJECT NO. 91-61
LINCOLN COUNTY SHARP-TAILED GROUSE WILDLIFE MITIGATION PROJECT

This is a cost-reimbursement Agreement.

The following documents are attached to, and become a part of, this Agreement:

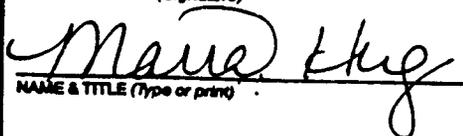
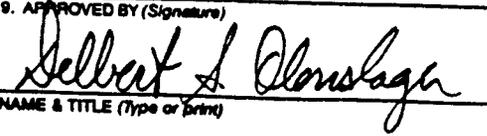
- ATTACHMENT I — Terms and Conditions
- ATTACHMENT II — Statement of Work
- Exhibit A
- Exhibit B
- Exhibit C

ATTACHMENT III — Project Budget (Date of Award through August 31, 1994)

Effective date of this agreement shall be the same date as the real property closing date or September 30, 1993, whichever occurs first.

If this is an Intergovernmental or Customer Agreement, the provisions on the reverse of this form are a part of the Agreement.

15. SUBMIT INVOICE TO: Division of Fish and Wildlife ATTN: Billing Clerk - PJ Bonneville Power Administration P.O. Box 3621 Portland, OR 97208-3621	16. AMOUNT TO BE PAID BY BPA \$ 167,785.00 (NTE)
17. ACCOUNTING INFORMATION (BPA use only) PJ 27 GNL F1301	

18. APPROVED BY (Signature)  DATE 9/21/93 NAME & TITLE (Type or print) Maria Hug Contract Office	19. APPROVED BY (Signature)  DATE 10/6/93 NAME & TITLE (Type or print) Delbert S. Olenslager Contracting Officer
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ATTACHMENT II

STATEMENT OF WORK

LINCOLN COUNTY SHARP-TAILED GROUSE
WILDLIFE MITIGATION PROJECT MANAGEMENT ACTIVITIES

ADMINISTRATIVE SUMMARY

Organization: State of Washington Department of Wildlife
Address: 600 Capitol Way, North
Olympia, WA 98501-1091

Administrative Contact: Jenene Fenton (206) 753-1690

Technical Contact: Paul Ashley (206) 664-8782

Project Period: Twelve (12) month period from date of award.

PROJECT GOAL

Initiate management and conduct project start-up activities on the Lincoln County Sharp-tailed Grouse Wildlife Mitigation Project. Management includes all the actions defined in this agreement except the following:

- Jurisdiction over decision making on any outgrants (third party uses of the real estate) which may have long-term impacts on the land.
- Initiation and execution of any legal instruments to effect outgrant uses, collection of rents, and renewals of such contracts.
- Deciding on mitigation of any findings from cultural resources or endangered species surveys provided by this agreement.

COORDINATION

Coordination of the interim agreement will include the Bureau of Land Management (BLM), the Bonneville Power Administration (BPA), Department of Natural Resources (DNR), local elected officials, and adjacent landowners.

NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE

During the term of this project, any expenditures shall be consistent with BPA's Environmental Assessments for the Sharp-tailed Grouse Project and Finding of No Significant Impact issued on October 13, 1992.

Objective 1: Based on the Programmatic and Site-specific Management Plans and the Environmental Assessment, prioritize management objectives, develop a five-year schedule of implementation, and determine the needed resources.

Task 1.1 Explore Cooperative Resource Management Plan (CRMP) opportunities with BLM and DNR consistent with mitigation program objectives. Make recommendations.

Duration: September, 1993 through October, 1993

Level of Effort (days): WDW - 12

Product: Report describing opportunities and recommendations.

Task 1.2 Identify, prioritize, and recommend a five-year implementation schedule for critical habitat enhancement activities on the Roloff acquisition.

Duration: September, 1993 through November, 1993

Level of Effort (days): WDW - 14

Product: Report describing critical enhancement activities. Recommend implementation schedule.

Task 1.3 Identify, prioritize, and recommend a five-year implementation schedule for critical enhancement activities on existing WDW acquisitions lying within the area described in the Sharp-Tailed Grouse and Pygmy Rabbit Wildlife Mitigation Project Environmental Assessment.

Duration: September, 1993 through November, 1993

Level of Effort (days): WDW - 5

Product: Report describing critical enhancement activities. Recommend implementation schedule.

Task 1.4 Develop a five-year Operation and Maintenance request and justification.

Duration: September, 1993 through December, 1993

Level of Effort (days): WDW - 12

Product: Operation and Maintenance request and justification.

Task 1.5 Based on results of Tasks 1.1 through 1.4, develop a draft five-year implementation schedule.

Duration: December, 1993 through January, 1994

Level of Effort (days): WDW - 6

Product: Draft five-year implementation schedule.

Due Date: January 31, 1994

Task 1.6 Complete final five-year implementation schedule.

Duration: February, 1994

Level of Effort (days): WDW - 19

Product: Final five-year implementation schedule.

Due Date: February 28, 1994

Objective 2: Conduct management and oversight of the Lincoln County Sharp-tailed Grouse Wildlife Mitigation Project.

Task 2.1 Upon BPA approval of five-year implementation schedule as developed in Objective 1, implement enhancement/management measures.

Duration: March, 1994 through August, 1994

Level of Effort (days): WDW - 9

Product: Monthly progress reports.

Task 2.2 Receive and forward to BPA any outgrant requests by third parties for long-term uses of the Lincoln County Sharp-tailed Grouse site such as pipelines, roads, or power lines.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 11

Product: Notification of request received. Monthly progress reports.

Task 2.3 Receive and determine resolution of short-term requests by third parties for multiple uses of the Lincoln County Sharp-tailed Grouse site such as firewood collecting, mushroom picking, and access over existing roads.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 13

Product: Monthly progress reports.

Task 2.4 Determine and report to BPA the existence of any encroachments, boundary disputes, trespass, illegal dumping, or other unauthorized activities. Assist with resolution to include informing observed offenders that they are committing illegal acts, contacting legal authorities and assisting them when their methods require landowner/manager action, placing barriers and/or signs at locations that would discourage the unauthorized activities, and any other appropriate actions.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 6

Product: Incident report and recommendations for resolution due within two weeks of occurrence. Monthly progress reports.

Task 2.5 Conduct a cultural resources survey and provide mitigation recommendations for BPA approval of enhancement activities occurring on the Lincoln County Sharp-tailed Grouse site.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 3

Product: Survey results and mitigation recommendation. Monthly progress reports.

- Task 2.6** Conduct an endangered species survey and provide mitigation recommendations for BPA approval of proposed enhancement activities occurring on the Lincoln County Sharp-tailed Grouse site.
- Duration: September, 1993 through August, 1994
- Level of Effort (days): WDW - 20
- Product: Survey results and mitigation recommendation. Monthly progress reports.
- Task 2.7** Contract for adequate fire protection to include surveillance and fire fighting resources.
- Duration: September, 1993 through August, 1994
- Level of Effort (days): WDW - 4
- Product: Monthly progress reports.
- Task 2.8** Procure all needed and necessary permits from federal, state, or local governments for proposed actions occurring on the Lincoln County Sharp-tailed Grouse site.
- Duration: September, 1993 through August, 1994
- Level of Effort (days): WDW - 6
- Product: Monthly progress reports
- Objective 3: Inventory and maintain existing physical improvements. Control noxious weeds.**
- Task 3.1** Determine location and condition of all roads, fences, gates, culverts, wells, and all other physical improvements.
- Duration: September, 1993 through October, 1993
- Level of Effort (days): WDW - 32
- Product: A map and description of all physical improvements.
- Due Date: November 1, 1993

Task 3.2 Maintain all physical improvements identified in Task 3.1 to the extent necessary to carry out the comprehensive management plan.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 79

Product: Monthly progress reports.

Task 3.3 Control weeds as outlined in the attached Exhibit A, and as required by state and county regulations. Federal, state, and county regulations governing the use of chemical control measures will be observed. Maintain record of application in accordance with Exhibits B & C.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 65

Product: Pesticide control plan. Record of application.

Objective 4: As interim managers, secure the property and provide law enforcement.

Task 4.1 Install informational and regulatory signs.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 15

Product: Information and regulatory signs.

Task 4.2 For criminal actions, to the extent deemed appropriate, notify state/local law enforcement authorities, arrange for arrest, determine the proper prosecuting attorney, and assist in the prosecution.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 19

Product: Incident report due no later than one week after occurrence.
Monthly progress reports.

Task 4.3 For civil actions, investigate the material facts and assist in any litigation which may arise out of the facts.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 13

Product: Incident report due no later than one week after occurrence.
Monthly progress reports.

Objective 5: Survey for attractive nuisances, report and investigate accidents, and provide liability insurance.

Task 5.1 Survey the Lincoln County Sharp-tailed Grouse site for attractive nuisances (e.g., wells, mines, unoccupied buildings, and others) and keep the property safe and free of hazards to persons and property. Make mitigation recommendations to BPA and implement BPA approved mitigation.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 31

Product: Survey results including a map thereof, recommendations for resolution. Completed mitigation as outlined in the monthly progress reports.

Due Date: Survey and recommendations due October 15, 1993

Task 5.2 Notify BPA of any personal injuries, deaths of a person, or major property damages on the premises. Investigate fully, report such to BPA, and cooperate in the defense against any tort claim.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 12

Product: Incident report due within two working days of incident.
Investigation report due within two weeks of incident. Monthly progress reports.

Task 5.3 Provide liability insurance showing BPA as named insured party. Policy will have a deductible of no more than \$10,000 and will provide liability insurance of at least \$1,000,000.

Duration: September, 1993 to August, 1994

Level of Effort (days): WDW - 1

Product: Proof of liability insurance.

Due Date: Proof of liability insurance due September 15, 1993

Objective 6: Identification and clean up of hazardous and other materials.

Task 6.1 Identify through testing and other methods the existence of, type, and extent of hazardous and other materials added to the property after initiation of this agreement.

Duration: September 1, 1993 through August, 1994

Level of Effort (days): WDW - 7

Product: Site assessment report including test results.

Task 6.2 Develop and submit a clean up plan for BPA approval.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 6

Product: Clean up plan. Monthly progress reports.

Task 6.3 Clean up any existing or future dumped non-hazardous materials in compliance with BPA approved plan and federal, state, and local laws and requirements.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW-15

Product: Progress report of clean up.

Objective 7: Advisory Group Coordination.

Task 7.1 Coordinate with the Grand Coulee/Chief Joseph Wildlife Mitigation Steering Committee to provide for oversight of project management.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 8

Product: Documentation of input received.

Objective 8: Provide lands records. Prepare and submit monthly progress reports.

Task 8.1 Provide copies of documents or correspondence which involve actions occurring on the land that impact BPA's real estate interest or may have liability implications for BPA.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 5

Product: Copies of all appropriate documents or correspondence.
Monthly progress reports.

Task 8.2 Prepare and submit monthly progress reports and related administrative paperwork to BPA.

Duration: September, 1993 through August, 1994

Level of Effort (days): WDW - 12

Product: Monthly progress reports.

ATTACHMENT III

**BUDGET
LINCOLN COUNTY SHARP-TAILED GROUSE PROJECT**

A. SALARIES/BENEFITS/OVERHEAD

Salaries:

<u>Personnel</u>	<u>Level</u>	<u>Months</u>	<u>Monthly Rate</u>	<u>Total</u>
Resource Program Manager II	56	3.2	\$3,852	\$12,326
Wildlife Area Manager III	46	12	\$3,011	\$36,132
Wildlife Area Assistant Manager	34	4	\$2,245	\$ 8,980
Laborer	27	<u>2.5</u>	\$1,909	<u>\$ 4,773</u>
TOTAL		21.7 (1.8 FTE)		\$62,211

Benefits:

RPM II	\$1,002 x 3.2 months	\$ 3,206
WAM III	\$ 783 x 12 months	\$ 9,396
WAAM	\$ 584 x 4 months	\$ 2,336
Laborer	\$ 496 x 2.5 months	<u>\$ 1,240</u>
TOTAL		\$16,178

Overhead:

RPM II	\$ 1,502 x 3.2 months	\$ 4,806
WAM III	\$ 1,174 x 12 months	\$14,088
WAAM	\$ 876 x 4 months	\$ 3,504
Laborer	\$ 745 x 2.5 months	<u>\$ 1,863</u>
TOTAL		\$24,261

Total salaries, benefits, and overhead **\$102, 650**

B. TRAVEL/TRANSPORTATION

• Mileage (18,000 miles x \$0.25/mile)	\$4,500
• Per Diem (10 days x \$76/day)	\$ 760
• Air Fare (2 trips x \$300)	\$ 600

Total Travel/Transportation **\$5,860**

**BUDGET
LINCOLN COUNTY SHARP-TAILED GROUSE PROJECT.**

A. SALARIES/BENEFITS/OVERHEAD

Salaries:

<i>Code</i>	<i>Code</i>	<u>Personnel</u>	<u>Level</u>	<u>Months</u>	<u>Monthly Rate</u>	<u>Total</u>
		Resource Program Manager II	56	32 1	\$3,852	\$12,326
		Wildlife Area Manager III /	46 1	12	\$3,011	\$36,132
		Wildlife Area Assistant Manager	34	4 9	\$2,245	\$ 8,980
		Laborer	27	2.5 4	\$1,909	<u>\$ 4,773</u>
		TOTAL		21.7 (1.8 FTE)		\$62,211

Benefits:

RPM II	\$1,002 x 3.2 months	\$ 3,206.00
WAM III	\$ 783 x 12 months	\$ 9,396.00
WAAM	\$ 584 x 4 months	\$ 2,336.00
Laborer	\$ 496 x 2.5 months	<u>\$ 1,240.00</u>
TOTAL		\$16,178.00

Overhead:

RPM II	\$ 1,502 x 3.2 months	\$ 4,806
WAM III	\$ 1,174 x 12 months	\$14,088
WAAM	\$ 876 x 4 months	\$ 3,504
Laborer	\$ 745 x 2.5 months	<u>\$ 1,863</u>
TOTAL		\$24,261

Total salaries, benefits, and overhead **\$102, 650**

B. TRAVEL/TRANSPORTATION

- Per Diem (10 days x \$76/day)
- Air Fare (2 trips x \$300)
- 8000 miles x .25

Total Travel/Transportation

\$ 760
 \$ 600
 4500
\$5,860

over the year

C. OPERATIONS AND MAINTENANCE (See attachment A)

• Pickup Truck	\$25,000
• Spray Equipment	\$ 2,500
• Power/Hand Tools (*1)	\$ 3,700
• Computer/Software (*2)	\$ 3,500
• Office Furniture (*3)	\$ 2,600
• Herbicide	\$ 3,000
• Fence Materials (*4)	\$ 5,000
• Office Supplies:	\$ 2,050
• Maps, postage, phone, etc.	
• Metal Gates/Cattle Guards/Locks/Chains	\$ 3,000
• Equipment Maintenance	\$ 2,500
• Four-wheeler	\$ 6,000

Total Operations and Maintenance

\$58,850

Oct. 1

D. CONTRACTED SERVICES

• Fire Protection (Lincoln County Fire District 7)	\$ 200
• Law Enforcement (Lincoln County Sheriff)	\$ 225

Total Contracted Services

\$ 425

Oct. 1

TOTAL ESTIMATED CONTRACT COST

\$167,785

JDeHerrera:amg:6947:7/27/93 (9217-pjsp-24/p:\groussow.doc)

Attachment A

(*1) Power/Hand Tools

- socket set
- wrenches
- hammers
- fencing pliers
- fence stretchers
- air compressor
- welding equipment
- screw drivers
- power drill and hits
- impact wrench
- tool box
- chain saw

(*3) Office Furniture

- desk and hutch
- chair
- lamp
- file cabinet
- computer table
- typewriter
- bookshelf
- calculator

(*4) Fence Materials

- posts
- smooth/barbed wire
- staples - wire ties

(*2) Computer and Software

- PC-486 DX Notebook (Ergo)
- 4MB RAM -120MB HD
- 3.5" 1.44 MB FD -Case
- AC power supply/charger -One battery pack
- External numeric keyboard -AT TO PS/2 keyboard adapter
- Notebook manual -MS DOS V.6.0
- Windows V.3.1 -Logtech Mouse

Keyboard-101-AT/XT

Monitor (color)

Printer-Cannon BJet IDEX

Sheet feeder

Mouse pad

Software

-PC Tools/Win-V10

-Quatro Pro/Win-V10

-Paradox/Min-V10

-WP/WIN V.5.2

WASHINGTON WILDLIFE MITIGATION
AGREEMENT

among members of

the

Washington Wildlife Coalition

of

Resource Agencies And Tribes

and

the

Bonneville Power

Administration

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1
2 WASHINGTON WILDLIFE MITIGATION AGREEMENT
3 among members of
4 the WASHINGTON WILDLIFE COALITION OF RESOURCE AGENCIES
5 AND TRIBES
6 and
7 the BONNEVILLE POWER ADMINISTRATION
8
9

10 This WASHINGTON WILDLIFE MITIGATION AGREEMENT
11 (Agreement) is made among the members of the Washington Wildlife
12 Coalition of Resource Agencies and Tribes and the Bonneville Power
13 Administration.

14
15 WITNESSETH
16

17 WHEREAS Federal dams were constructed in the Columbia River
18 in, or along the border of, the State of Washington;

19 WHEREAS construction of these dams adversely affect wildlife in
20 the State of Washington, including Indian reservations, ceded lands,
21 and other lands located within the State of Washington;

22 WHEREAS, section 4(h) of the Pacific Northwest Electric Power
23 Planning and Conservation Act, Pub. L. 96-501 (Northwest Power Act)
24 includes provisions for the protection, mitigation, and enhancement of
25 fish and wildlife affected by the development, and operation of
26 hydroelectric facilities of the Columbia River Basin;

27 WHEREAS, Section 4(h)(10)(A) of the Northwest Power Act
28 authorizes the Administrator of the BPA to use the BPA fund to

1 protect, mitigate, and enhance fish and wildlife affected by the
2 development and operation of hydroelectric facilities of the Columbia
3 River Basin;

4 WHEREAS, the Northwest Power Planning Council (Council) in its
5 Columbia River Basin Fish and Wildlife Program (Program), identified
6 the need for wildlife protection, mitigation, and enhancement with
7 respect to hydroelectric facilities in the Columbia River Basin;

8 WHEREAS, the Coalition is an organization of certain entities
9 interested in wildlife in the State of Washington (Coalition Members),
10 and these Coalition Members have authority to engage in protection,
11 mitigation and enhancement of fish and wildlife described by this
12 Agreement;

1 NOW, THEREFORE, the Coalition and BPA agree as follows:
2

3 1. Purpose

4 The purpose of this Agreement is to (a) establish a budget of
5 money by BPA for Projects proposed by Coalition Members and
6 approved by BPA for the protection, mitigation, and enhancement of
7 wildlife and/or wildlife habitat within the State of Washington affected
8 by the construction of the following Federal dams in the Columbia
9 River: Grand Coulee, Chief Joseph, Bonneville, The Dalles, John Day,
10 and McNary (hereinafter "Federal dams"); (b) to establish a method for
11 the expeditious use of this budget; and (c) secure a commitment to
12 negotiate a long-term agreement..
13

14 2. Definitions

15 a. Agreement means this agreement among BPA and
16 Coalition Members.

17 b. Bonneville Power Administration or BPA means the
18 Bonneville Power Administration, a Federal power marketing agency
19 created by the Bonneville Project Act.

20 c. Coalition means the Washington Wildlife Coalition of
21 Resource Agencies and Tribes when the Coalition Members are acting
22 as a body.

23 d. Coalition Member or Coalition Members means any of the
24 following entities:

- 25 i. the Washington Department of Wildlife (WDW);
26 ii. the Confederated Tribes of the Colville Reservation
27 (CCT);

1 iii. the Confederated Tribes of the Umatilla Indian
2 Reservation (CTUIR);

3 iv. the Yakima Indian Nation (YIN);

4 v. the United States Fish and Wildlife Service (USFWS);
5 and

6 vi. the Spokane Tribe of Indians.

7 e. Congress means the Congress of the United States or any
8 of its committees, including the House and Senate Appropriations
9 Committees.

10 f. Council means the Pacific Northwest Electric Power and
11 Conservation Planning Council created by Section 4 of the Pacific
12 Northwest Electric Power Planning and Conservation Act, Pub. L. No.
13 96-501.

14 g. Executive Branch means the President of the United
15 States, and any of the departments, agencies or offices responsible to
16 the President.

17 h. Fiscal Year means the Federal fiscal year beginning
18 October 1 and ending September 30.

19 i. Fish and Wildlife Program means the Fish and Wildlife
20 Program developed and as amended by the Council pursuant to the
21 Northwest Power Act to protect, mitigate, and enhance fish and
22 wildlife on the Columbia River and its tributaries.

23 j. Land means real property, and interest in the real
24 property, including any improvements to or on the land.

25 k. Mitigate includes to protect, mitigate, and enhance
26 wildlife and/or wildlife habitat, and Mitigation includes the protection,
27 mitigation, and enhancement of wildlife and/or wildlife habitat.

1 l. Monitoring and Evaluation means the methodology
2 developed by Coalition Members and BPA to assess wildlife and/or
3 wildlife habitat benefits resulting from Projects under this Agreement.

4 m. Pacific Northwest Electric Power Planning and
5 Conservation Act, or Northwest Power Act means the Pacific
6 Northwest Electric Power Planning and Conservation Act, Pub. L. 96-
7 501, 16 U.S.C. 839 et seq., and as it may be amended.

8 n. Parties means the entities that have signed this
9 Agreement.

10 o. Project or Projects mean all mitigation activities
11 undertaken pursuant to this Agreement, including acquisitions and
12 enhancements.

13 p. Term means the period of time the Agreement is in effect.

14 q. Wildlife or Associated Wildlife means any and all wildlife
15 species associated with the habitat within the State of Washington
16 affected by the construction of Federal dams in the Columbia River.

17

18 3. Agents and Addresses

19 Written notices given pursuant to this Agreement shall be mailed
20 by first-class mail, postage prepaid, to each Party at the address listed
21 below or such subsequent address as a Party shall identify by written
22 notice to all other Parties. Notices shall be deemed to be given five (5)
23 days after mailing. The addresses of the Parties and the names of the
24 current addressees are:
25

Curt Smitch, Director
 Washington Dept. of Wildlife
 600 Capitol Way North
 Olympia, WA 98501

Carolyn Bohan, Director
 Division of Fish and Wildlife
 Bonneville Power Administration
 P.O. Box 3621
 Portland, OR 97208

Wilferd Yallup, Chairperson
 Yakima Indian Nation
 P.O. Box 151
 Toppenish, WA 98948

Bruce Wynne, Chairperson
 Spokane Tribe of Indians
 P.O. Box 100
 Wellpinit, WA 99040

Elwood Patawa, Chairperson
 Confederated Tribes of the
 Umatilla Indian Reservation
 P.O. Box 638
 Pendleton, OR 97801

Patti Stone, Director
 Fish and Wildlife Department
 Confederated Tribes of the
 Colville Reservation
 P.O. Box 150
 Nespelem, WA 99155

Marvin Plenert, Regional Director
 U.S. Fish & Wildlife Service
 911 N.E. 11th Ave.
 Portland, OR 97232-4181

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4. Term

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This Agreement shall become effective on the day the last Party signs. This Agreement, together with all responsibilities incurred pursuant to this Agreement, shall terminate on September 30, 1997, or when all of the funds budgeted pursuant to this Agreement have been expended, whichever date is later, *provided, however*, that the termination of this Agreement shall not affect the obligation of BPA in section 5.b.xi to continue funding for the operation and maintenance of projects approved during the term of this Agreement. The Parties may enter into other agreements that create responsibilities continuing beyond the term of this Agreement.

1
2 5. Provision of Funds

3 a. Budget

4 i. In its annual budget submitted to the Executive Branch,
5 BPA shall include and support the amounts shown for the five fiscal
6 years identified in the following Wildlife Budget Table to mitigate
7 wildlife and/or wildlife habitat in satisfaction of the purpose described
8 in section 1(a) of this Agreement.

9
10 Wildlife Budget Table
11 (Annual and Total Budget Amounts)

Fiscal Year Ending September 30:					
1993	1994	1995	1996	1997	5-Yr. Total
\$8.3 million	\$ 5.5 million	\$5.5 million	\$12.85 million	\$13.35 million	\$45.5 million

12
13 ii. The amount budgeted by BPA for a specific fiscal year shall
14 not be available for obligation until the beginning of that fiscal year
15 unless BPA, at its option, agrees to make the funds available earlier.

16 iii. Expenditures and obligations by BPA to implement
17 Projects approved by BPA shall not exceed the total budget amount
18 (\$45.5 million) set forth in the Wildlife Budget Table in section 5.a.i of
19 this Agreement, except for continued operation and maintenance of
20 Projects pursuant to section 5.b.xi.

21 iv. Expenditures and obligations by BPA to implement
22 Projects approved by BPA shall be consistent with the following
23 percentages of the annual and total budget amounts set forth in the
24 Wildlife Budget Table in section 5.a.i of this Agreement:

1 aa. 48% of the annual and total budget amounts shall be
2 available for projects proposed by WDW and approved by BPA;

3 bb. 20% of the annual and total budget amounts shall be
4 available for projects proposed by CCT and approved by BPA;

5 cc. 11.3% of the annual and total budget amounts shall be
6 available for projects proposed by CTUIR and approved by BPA;

7 dd. 10.7% of the annual and total budget amounts shall be
8 available for projects proposed by YIN and approved by BPA;

9 ee. 6% of the annual and total budget amounts shall be
10 available for projects proposed by USFWS and approved by BPA; and

11 ff. 4% of the annual and total budget amounts shall be
12 available for projects proposed by Spokane Tribe and approved by BPA;

13

14 *Provided, however, that Coalition Members may agree to change these*
15 *percentages.*

16 v. If BPA expenditures and obligations during a fiscal year for
17 projects proposed by a Coalition Member are less than the product of
18 the annual budget amount for that fiscal year multiplied by the
19 percentage associated with that Coalition Member in section 5.a.iv of
20 this Agreement, then the difference shall be available for projects
21 proposed by that Coalition Member and approved by BPA during the
22 remainder of the term of this Agreement.

23 vi. BPA shall keep a record of budget amounts available for
24 obligation and of expenditures and obligations for Projects proposed by
25 Coalition Members and approved by BPA.

26

1 b. Review of Projects

2 i. BPA shall use the budgeted amounts to implement wildlife
3 mitigation Projects in the State of Washington that have been approved
4 by BPA consistent with this Agreement, unless affirmatively restricted
5 by Congress or the Executive Branch of the United States.

6 ii. BPA has already approved, subject only to analyses in
7 compliance with applicable environmental laws, the Projects
8 described in the following table.

Proposing Coalition Member	Approved Project
YIN	Lower Yakima Valley riparian Wetlands
WDW	Vancouver Lowlands
WDW	Douglas County Pygmy Rabbit
CCT	Hellsgate Big Game Range
Spokane Tribe	Blue Creek Winter Range
WDW	Lincoln County Sharp Tailed Grouse

9
10
11 This Agreement applies to these Projects. Expenditures for these
12 Projects shall be from the budget amounts set forth in the Wildlife
13 Budget Table in section 5.a.i of this Agreement. However, the cost of
14 BPA's environmental review, if any, shall be borne by BPA and shall not
15 be paid from the budget amounts in the Wildlife Budget Table in
16 Section 5.a.i. The extent of implementation shall be consistent with
17 the budget principles in Section 5.a.

18 iii. Coalition Members may propose to BPA for
19 implementation Projects in addition to the Projects identified in
20 section 5.b.ii. Coalition Members may propose individual projects.

1 multiple projects, or a plan for implementation of Projects. Projects
2 and plans proposed by Coalition Members may be coordinated among
3 the Coalition Members and shall not violate the budget principles set
4 forth in section 5.a of this Agreement, and shall satisfy the general
5 conditions set forth in section 5.c of this Agreement.

6 iv. A Coalition Member, at or prior to the time of
7 submitting a proposal to BPA, may engage in a public involvement
8 process where the public is given an opportunity to comment on the
9 proposal. If a Coalition Member undertakes a public involvement
10 process, the Coalition Member shall give notice to interested persons,
11 including the Council and members of the Policy Review Group, and
12 shall provide all interested persons a reasonable opportunity to
13 comment. All parties to this Agreement and the Council may
14 participate in the process, and the Coalition Member shall reasonably
15 make available copies of documents developed in connection with the
16 process. The Coalition Member shall timely submit copies of all public
17 involvement materials, including public comments, to BPA. If a
18 Coalition Member conducts a public involvement process, then BPA
19 shall not conduct a second public involvement process. If a Coalition
20 Member does not conduct a public involvement process, then BPA may
21 conduct a public involvement process.

22 v. If a Coalition Member has undertaken a public
23 involvement process, then BPA shall approve or disapprove a project
24 proposal within 45 days of the date of receipt of copies of the Coalition
25 Member's public involvement materials and complete project
26 proposal.

1 vi. If a Coalition Member has not undertaken a public
2 involvement process, then BPA shall approve or disapprove a project
3 within 120 days of the date that the Coalition Member submits a
4 complete project proposal to BPA.

5 vii. If BPA approves a proposal, then BPA shall commence
6 implementation in accordance with section 5.d. If BPA does not
7 approve a proposal or supports revisions to a proposal, then BPA shall
8 explain in writing the basis for its disapproval or proposed revision
9 and identify criteria in section 5.c that the proposed project does not
10 meet. If BPA does not approve a proposal or supports revisions to a
11 proposal, then BPA and the proposing Coalition Member will endeavor
12 to resolve any differences in opinion. To achieve resolution of any
13 differences in opinion, BPA and the proposing Coalition Member may
14 agree to retain a mediator. BPA or the proposing Coalition Member
15 may also seek to resolve any differences in opinion by using a fact
16 finder selected pursuant to the process set forth in section 8.d.i. If a
17 fact finder is retained, then, in a written report, the fact finder shall
18 find whether the Coalition Member's proposal or the proposal with
19 revisions supported by BPA satisfy the conditions set forth in section
20 5.c. Upon receipt of the report, BPA and the proposing Coalition
21 Member may use this report to resolve differences in opinion.

22 viii. Upon approval of a Project, BPA shall notify the
23 Council of the approved Project and of BPA's intention to implement
24 the Project. BPA may also accordingly amend the annual
25 implementation work plan reviewed by the Council. The Parties do

1 not intend that notification under this section shall delay
2 implementation of an approved Project.

3 ix. BPA's approval and implementation process shall
4 include and may be conditioned upon compliance with applicable
5 environmental laws, including the National Environmental Policy Act
6 (NEPA). Any activity on a Project by or permitted by any of the Parties
7 prior to BPA's completion of its NEPA process shall maintain or
8 enhance the status quo of wildlife and other resources involved and
9 shall comply with the provisions of Title 40, Section 1506.1 of the
10 Code of Federal Regulations.

11 x. BPA and a Coalition Member shall agree in advance on
12 the portion of budgeted amounts available pursuant to this Agreement
13 for the Coalition Member's costs related to preparation/coordination
14 of proposals and public involvement and advisory committee
15 processes. BPA and each Coalition Member shall review the
16 reasonableness of costs expended under this part as they deem
17 appropriate.

18 xi. Funds for approved Projects shall include reasonable
19 amounts for operation and maintenance of Projects during the term of
20 this Agreement. After the term of this Agreement, BPA shall provide
21 additional funds for continued operation and maintenance that is
22 determined to be necessary to maintain or provide positive wildlife
23 and/or wildlife habitat benefits.

24

25

26

1 c. Conditions for Approved Projects

2 All Projects implemented pursuant to this Agreement and all activities
3 by or permitted by any Party on such Projects must satisfy the
4 conditions set forth in this section 5.c.

5 i. All Projects shall mitigate wildlife and/or wildlife habitat
6 within the State of Washington affected by the construction of Federal
7 dams in the Columbia River Basin.

8 ii. All activities on Projects shall be consistent with sound
9 biological management for the mitigation of wildlife and/or wildlife
10 habitat within the State of Washington affected by the construction of
11 Federal dams in the Columbia River Basin.

12 iii. All Projects shall be permanently dedicated to wildlife
13 and wildlife mitigation purposes of the Pacific Northwest Electric
14 Power Planning and Conservation Act and not be inconsistent with
15 Section 1000 of the Council's Fish and Wildlife Program.

16 iv. All Projects shall be consistent with basin-wide wildlife
17 implementation priorities approved by the Council in October 1990.
18 Projects shall focus on natural ecosystems and species diversity.

19 v. All Projects shall satisfy the parameters described in
20 section 4(h) of Pacific Northwest Electric Power Planning and
21 Conservation Act for inclusion of measures in the Council's Fish and
22 Wildlife Program.

23 vi. All Projects must reflect consideration of the criteria in
24 section 1003(b)(7) of the Council's Fish and Wildlife Program.

1 vii. Projects shall address important habitat needs and best
2 satisfy the purpose described in section 1(a) of this Agreement for a
3 reasonable economic cost.

4 viii. When feasible, Projects shall also benefit fish.

5 ix. For the purposes of this Agreement, BPA shall receive full
6 credit for existing habitat value for all lands that are acquired,
7 permanently dedicated to wildlife and wildlife mitigation purposes,
8 and provided with reasonable funding for operation and maintenance
9 over the life of the Project. If BPA's wildlife mitigation responsibility is
10 measured in acres, then BPA's responsibility to mitigate wildlife under
11 the Northwest Power Act shall be reduced by one acre for each acre
12 purchased when the enhancement agreed upon for the acre purchased
13 in the Project proposed by a Coalition Member and approved by BPA is
14 implemented.

15 For the purposes of this Agreement, BPA shall also receive
16 full credit for habitat improvements that enhance public or tribal lands
17 that are permanently dedicated to wildlife and wildlife mitigation
18 purposes and provided with reasonable funding for operation and
19 maintenance over the life of the Project. If BPA's wildlife mitigation
20 responsibility is measured in acres, then BPA's responsibility to
21 mitigate wildlife under the Northwest Power Act shall be reduced by
22 one-third acre for each acre that is enhanced.

23 x. Projects implemented pursuant to this Agreement shall be
24 credited to wildlife mitigation goals set forth in Section 1000 of the
25 Council's Fish and Wildlife Program.

1 xi. Funds for approved Projects shall include reasonable
2 amounts for operation and maintenance and monitoring and evaluation
3 of Projects during the term of this Agreement.

4 xii. Projects shall adequately identify the acreage and an
5 estimate of the value of habitat associated with the projects.

6 d. Implementation of Projects

7 i. BPA shall disburse the budgeted amounts for approved
8 Projects through BPA's contracting processes and/or by acquisition of
9 land.

10 ii. The implementation of a Project approved as provided
11 under this Agreement shall be contracted by BPA to the Coalition
12 Member proposing the project using noncompetitive contracting to
13 the extent permitted by law. All contracts under this paragraph shall
14 also comply with reasonable BPA contracting practices and be at
15 reasonable economic cost.

16 iii. If BPA approves a Project, and the Project involves the
17 acquisition of land or an interest in land, then BPA shall acquire the
18 land or, at BPA's option, may contract with the proposing Coalition
19 Member(s) to acquire the land. BPA may consider eventual transfer of
20 ownership of the land to the proposing Coalition Member. If BPA
21 acquires the land, then BPA may contract with counties, tribes, or
22 other local governments for the provision of actual services.
23 Expenditures pursuant to such contracts shall be from the budget
24 amounts set forth in the Wildlife Budget Table in section 5.a.i of this
25 Agreement. If lands or interests in lands are acquired under this
26 Agreement, BPA shall pay from funds separate from the budget

1 identified in section 5.a all pre-acquisition costs that include, by way of
2 example, appraisal costs, title insurance and reports, closing costs,
3 and toxic or hazardous waste surveys. Upon entering into a long-term
4 agreement described in section 8.a, BPA shall transfer acquired lands
5 to the proposing Coalition Member, if requested by that Coalition
6 Member.

7 iv. The Parties shall cooperate in conducting studies and
8 shall provide assistance in obtaining any approvals or permits which
9 may be required for implementation of this Agreement.

10 v. If efforts to implement an approved Project raise new
11 information that substantially reduces the merits of the Project, then
12 BPA shall consult with the proposing Coalition Member to determine
13 how to revise or, if warranted, terminate the Project. If BPA and the
14 proposing Coalition Member differ with regard to the need to revise
15 and/or terminate a Project, then either Party may seek use of a
16 mediator or use of a fact finder pursuant to the process set forth in
17 section 8.d.i. If a fact finder is retained, then, in a written report, the
18 fact finder shall find whether new information has substantially
19 reduced the merits of the Project.

20

21 6. Advisory Committees

22 To assist in the development of proposed Projects or in the
23 implementation of Projects pursuant to contracts with BPA, the
24 Coalition and Coalition Members may develop a public advisory
25 process. If the Coalition or Coalition Members create advisory groups,
26 then they shall invite interested persons, as well as the Council and

1 any of the Parties to this Agreement and members of the Policy Review
2 Group, to participate as members of the groups.

3

4 7. Monitoring and Evaluation of Progress

5 BPA and Coalition Members shall cooperatively develop a monitoring
6 and evaluation plan for projects approved pursuant to this Agreement.
7 Funds for approved projects shall include reasonable amounts for
8 monitoring and evaluation of Projects during the term of this
9 Agreement. After the term of this Agreement, BPA may provide
10 additional funds for continued monitoring and evaluation of the
11 Projects that provide positive fish and wildlife benefits.

12

13 8. Long Term Agreement

14 a. The Parties agree to expeditiously engage in a process of
15 negotiating a long-term trust agreement to fully address BPA's
16 responsibility to mitigate wildlife and/or wildlife habitat within the
17 State of Washington affected by the construction of Federal dams in
18 the Columbia River Basin. The Parties agree to use their best efforts to
19 complete this process within three years. Projects implemented
20 pursuant to this Agreement shall be credited to and become part of
21 any long-term wildlife trust agreement.

22 b. To facilitate negotiations, the Parties shall, within 180 days
23 after execution of this Agreement, complete a written assessment(s)
24 as to why they have not yet consummated a long-term trust agreement.
25 The assessment shall identify outstanding issues, the respective views

1 of the Parties with respect to these issues, and potential approaches to
2 resolving the issues.

3 c. To facilitate negotiations, the Parties may agree to select a
4 mediator acceptable to Coalition Members and BPA.

5 d. If the Parties fail to consummate a long term wildlife trust
6 agreement within three years after execution of this Agreement, then
7 any Party may request that a fact finder be retained to assist the
8 Parties in reaching Agreement.

9 i. The fact finder shall be selected by mutual agreement of
10 the Parties within 20 days after a request to appoint a fact finder. If
11 the Parties fail to agree upon a fact finder, then, within 20 days after
12 the request to appoint a fact finder, BPA and the Coalition shall each
13 identify a single nominee for the fact finder, and these two nominees
14 shall, within 20 days after identification of the last nominee, select a
15 third person who shall be the fact finder.

16 ii. In a written report, the fact finder shall find whether
17 the Parties can reach agreement through additional negotiation or
18 mediation, what issues divide the Parties, and describe options for the
19 Parties to consider.

20 iii. Upon receipt of the report, the Parties may undertake
21 additional efforts to reach agreement before seeking to raise issues in
22 other forums such as courts, legislatures, or the Council. The fact
23 finder's report may be introduced by the Parties in such forums. The
24 Parties agree that, if a fact finder is used, they will not seek such
25 forums until completion of the fact finder's report. Any report by a

1 fact finder under this or any other provision of this Agreement may be
2 used by any Party but shall not be binding.

3 iv. Budget amounts made available pursuant to section 5 of
4 this Agreement shall not be used to pay for the costs of any mediator
5 or fact finder retained by the Parties. BPA and the Coalition shall each
6 pay one-half of the costs of a mediator or fact finder retained pursuant
7 to this Agreement to address a disagreement between BPA and
8 Coalition Members. The Coalition shall pay all of the costs of a
9 mediator or fact finder retained pursuant to this Agreement to address
10 a disagreement between Coalition Members.

11

12 9. Commitment Not to Seek Additional Funds

13 During the term of this Agreement, neither BPA, the Coalition, nor
14 Coalition Members shall, directly or indirectly, seek, claim, support,
15 or recommend to the Council or others additional funding from BPA or
16 seek to impose additional responsibilities upon BPA for the mitigation
17 of wildlife and/or wildlife habitat within the State of Washington
18 affected by the construction of Federal dams in the Columbia River
19 Basin. Coalition Members shall withdraw any mitigation amendments
20 proposed to the Council as Phase IV amendments that would result in
21 funding by BPA for wildlife mitigation within the State of Washington.
22 Nothing in this section 9 or other section of this Agreement shall limit
23 the ability of a Coalition Member to (a) file a petition or initiate a
24 judicial or administrative proceeding to list a species as threatened or
25 endangered under the Endangered Species Act, 16 U.S.C. 1531 et
26 seq., (b) participate in any action or respond to any petition filed or

1 brought by another person or entity to list a species under the ESA, or
2 (c) request the Council or other governmental entity or agency to take
3 action to protect wildlife listed under the Endangered Species Act,
4 provided that the Coalition Member does not request funding from
5 BPA in addition to the amounts provided pursuant to this Agreement.
6

7 10. No Precedent

8 Except for Projects approved and implemented pursuant to this
9 Agreement, this Agreement is not binding with respect to (a) any
10 other negotiations or proceedings taking place after the term of this
11 Agreement, or (b) development of a long-term Agreement as provided
12 in section 8.
13

14 11. Enforcement

15 a. BPA consents to suit in any Federal court of competent
16 jurisdiction for the limited purpose of obtaining injunctive or
17 declaratory relief to enforce the terms and conditions of this
18 Agreement, and to that extent waives its sovereign immunity.

19 b. WDW consents to suit in any Federal or state court of
20 competent jurisdiction for the limited purpose of obtaining injunctive
21 or declaratory relief to enforce the terms and conditions of this
22 Agreement, and to that extent waives its sovereign immunity.

23 c. CCT, CTUIR, YIN, and the Spokane Tribe of Indians consent
24 to suit in any Federal or tribal court of competent jurisdiction for the
25 limited purpose of obtaining injunctive or declaratory relief to enforce

1 the terms and conditions of this Agreement, and to that extent waive
2 their sovereign immunity.

3 12. Miscellaneous Provisions

4 a. Authority. Each Party to this Agreement represents and
5 acknowledges that it has full legal authority to execute this Agreement
6 and shall be fully bound by the terms hereof.

7 b. Integrated Agreement. This Agreement constitutes the
8 entire agreement among the Parties, and no modifications of this
9 Agreement shall be binding upon any Party unless executed or
10 approved in writing by the Parties.

11 c. Waiver of Default. Any waiver at any time by any Party hereto
12 of any right with respect to any other Party with respect to any matter
13 arising in connection with this Agreement shall not be considered a
14 waiver with respect to any subsequent default or matter.

15 d. Benefit. This Agreement shall be binding upon and inure to
16 the benefit of the Parties hereto and their successors and assigns.

17 e. Treaties. Nothing in this Agreement is intended to nor shall
18 it abrogate or expand any federally protected or reserved Indian right.

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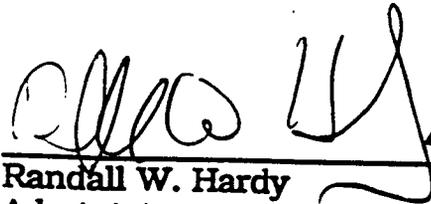
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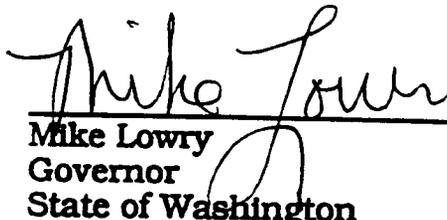
25

26

1 f. Execution. This Agreement may be executed in counterparts.
2 A copy with all original executed signature pages affixed may
3 constitute the original Agreement. The date of execution shall be the
4 date of the last Party's signature.
5

6 IN WITNESS WHEREOF, the Parties have executed this
7 Agreement.

 4/15/93
Randall W. Hardy Date
Administrator
Bonneville Power Administration

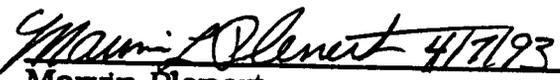
 4/15/93
Mike Lowry Date
Governor
State of Washington

 4/2/93
Curt Smitch, Director Date
Washington Dept. of Wildlife

 4/6/93
Eddie Palmanteer Jr., Date
Chairperson
Colville Business Council
Confederated Tribes of the
Colville Reservation


Elwood Patawa, Chairperson Date
Confederated Tribes of the Umatilla Indian Reservation 4/7/93


Wilfred Yallup, Chairperson Date
Yakima Indian Nation 4-9-93

 4/7/93
Marvin Plenert Date
Regional Director
U.S. Fish & Wildlife Service

 4-5-93
Bruce Wynne, Chairperson Date
Spokane Tribe of Indians



State of Washington
DEPARTMENT OF FISH AND WILDLIFE

Mailing Address: 600 Capitol Way N • Olympia, WA 98501-1091 • (360) 902-2200, TDD (360) 902-2207
Main Office Location: Natural Resources Building • 1111 Washington Street SE • Olympia, WA

October 30, 1996

*Add to mit agr
file & notebooks*

TO: *David Mudd, Habitat*

FROM: Jenene Ratassepp
Columbia River Wildlife Mitigation

SUBJECT: **BONNEVILLE POWER ADMINISTRATION
MEMORANDUM OF AGREEMENT**

The Washington Department of Fish and Wildlife has completed negotiations with Bonneville Power Administration. Enclosed is a copy of the signed Memorandum Of Agreement between Washington Department of Fish and Wildlife and Bonneville Power Agreement. If you have questions regarding this agreement, I can be reached at (360) 753-1690.

Enclosure

RECEIVED

OCT 30 1996

WDFW HABITAT MGMT

Memorandum of Agreement

between

**The Washington Department of Fish and Wildlife
and
The Bonneville Power Administration**

for the

Disbursal of Wildlife Mitigation Funds and Mitigation Crediting

October 1996

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ATTACHMENT A: Lands BPA is Conveying to WDFW

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ATTACHMENT E: Covenant

ATTACHMENT F: Habitat Unit Crediting Estimates

This Agreement is made by the Washington Department of Fish and Wildlife (WDFW) and the United States of America, acting through the Department of Energy, Bonneville Power Administration (BPA).

RECITALS

A. The WDFW's legislative mandate is to preserve, protect, and perpetuate wildlife and wildlife habitat for the citizens of Washington. R.C.W. 77.12.010.

B. BPA is a power marketing agency within the United States Department of Energy. The Pacific Northwest Electric Power Planning and Conservation Act, P.L. 96-501 ("Act") directs BPA to protect, mitigate, and enhance fish and wildlife affected by the development and operation of federal hydroelectric projects of the Columbia River and its tributaries, in a manner consistent with the purposes of the Act, the program adopted by the Pacific Northwest Electric Power and Conservation Planning Council ("Council") under subsection 4(h) of the Act, and other environmental laws. BPA has the authority pursuant to sections 2(e) and (f) of the Bonneville Project Act, 16 U.S.C. § 832a(e), (f), to convey real property to WDFW.

C. WDFW owns or at all relevant times will own real properties, identified in Attachments A, B, and C to this Agreement (hereinafter Property or Properties). These Properties are located within the boundaries of the state of Washington.

(i). Attachment A: mitigation properties acquired by BPA and to be conveyed to WDFW under this Agreement.

(ii). Attachment B: mitigation properties to be acquired by WDFW as a result of this Agreement.

(iii). Attachment C: public lands owned/managed by WDFW to be improved as a result of this Agreement.

The intent of this Agreement is not to diminish existing funding for the WDFW Wildlife Area Program but to provide additional funding to address wildlife mitigation on existing public

lands pursuant to the Council's Columbia River Basin Fish and Wildlife Program (hereinafter the Program).

D. The BPA and other entities, including WDFW, have entered into a Washington Wildlife Mitigation Agreement (Interim Agreement) which obligates BPA to make available to WDFW \$21,840,000. BPA has already incurred costs of \$4,882,561 under the Interim Agreement at WDFW's request. This Agreement will transfer the balance of WDFW's share to WDFW and govern the use and management of all funds and property interests constituting WDFW's share of the Interim Agreement. Pursuant to this Agreement WDFW will use its share of Interim Agreement assets for protection, mitigation, and enhancement of wildlife and wildlife habitat that has been adversely affected by the construction of Federal hydroelectric dams on the Columbia River or its tributaries, so as to assist BPA in partially meeting its responsibilities under the Act. The parties subsequently amended the Interim Agreement to allow for, among other things, the extension of its term until October 1, 2000 for a portion of WDFW's mitigation efforts undertaken pursuant to the Interim Agreement. The amendment to the Interim Agreement is attached as Exhibit D. The terms and definitions from the Interim Agreement and its amendment by the parties are incorporated by reference, and all of the rights and duties established in the Interim Agreement remain binding on the parties until its expiration or termination.

E. WDFW has developed or will develop specific mitigation projects for the Properties identified in Attachments A, B, and C. Unless otherwise stated, "Projects" refers to all projects for all Properties.

F. The underlying purpose of the Agreement is to protect, mitigate, and enhance wildlife and wildlife habitat permanently, so the parties have not included a term or termination provisions.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **BPA's Consideration:** In Consideration of the promises and covenants made and set out herein, and pursuant to Intergovernmental Contract #96BI97789,

A. BPA shall transfer to the WDFW a total of \$6,607,439 pursuant to Intergovernmental Contract #96BI97789, upon execution of this Agreement. BPA shall make subsequent annual payments totaling \$16,957,439 as follows:

- (i) On or before October 1, 1997, \$5,307,565;
- (ii) On or before October 1, 1998, \$3,130,100;
- (iii) On or before October 1, 1999, \$1,912,335.

These amounts, along with the \$4,882,561 already used for WDFW projects pursuant to the Interim Agreement, shall constitute WDFW's full share of funds provided through the Interim Agreement.

B. BPA shall convey its real property interests identified in Attachment A to WDFW, subject to the approval of the Washington Fish and Wildlife Commission. BPA will make its best efforts to transfer title to the lands to WDFW by December 31, 1996.

C. After the term of the Interim Agreement, BPA shall provide additional funds for the continued operation and maintenance that is determined to be necessary to maintain or provide wildlife and/or wildlife habitat benefits.

2. **WDFW's Consideration.** In consideration of the promises and covenants made and set out herein:

A. WDFW shall use the monies provided under the Intergovernmental Contract, and any interest earned from those monies, to purchase and/or improve the Properties and to accomplish reasonable operation and maintenance during the term of the Interim Agreement, except as operation and maintenance funding is additionally provided for in section 5 of this Agreement.

B. WDFW may use the funds provided by BPA for leases or conservation easements that protect, mitigate, and enhance wildlife and wildlife habitat. WDFW shall secure leases with the longest lease term possible given project objectives. If a lease or easement is terminated or WDFW is unable to renew it, WDFW may secure an equal number of HUs through new leases,

easements, acquisitions, or improvements. WDFW guarantees an equal or greater amount of credit to BPA as was available under the preceding lease or easement agreement(s), including credit realized or projected from habitat maintenance and improvements made with funds provided by or derived from BPA.

C. WDFW shall protect and manage the Properties as wildlife habitat permanently, preventing to the extent reasonable any and all uses of the Properties that are inconsistent with the Interim Agreement, this Agreement, the Program, and the management plans (discussed in section 4). WDFW shall evidence its obligation to protect the Properties permanently on behalf of BPA by:

(i) Acknowledging and recording a covenant substantially similar to Attachment E for any Attachment A and B real property interests WDFW acquires under this Agreement. Within 45 days of recording(s), WDFW shall submit to the BPA contracting officer a copy of the recorded documents showing the recording information. Provided, for the Welsh property described in Attachment A pages 25-28, WDFW need not record a covenant until one year after this Agreement is signed, allowing for sales and or exchanges the parties already anticipate;

(ii) This affirmation that WDFW has pre-existing contractual obligations to hold and use all Attachment C Properties for permanent wildlife and wildlife habitat protection and mitigation, and to replace Attachment C Properties with habitat of equal or greater habitat value if the land is sold or converted to non-wildlife habitat uses; and

(iii) Warranting for any Property (interest) conveyed to BPA that WDFW has not by affirmative act or negligence allowed any situation to occur with respect to the Property, or entered into any leases or renewals, or other agreements relating to the Property, that would frustrate BPA's ability to manage the Property according to the site-specific management plan (discussed in section 4). WDFW shall also warrant that there is no known hazardous waste contamination on the Property.

(iv) Making best efforts to obtain Fish and Wildlife Commission approval for any conveyances of Properties under this Agreement.

3. Interest Bearing Account. WDFW shall place the monies received from BPA under paragraph 1 above, and any interest earned on them, herein after referred to as "the Fund," in the Special Wildlife Account. BPA, at its own expense, may audit the account upon reasonable request.

4. The Plans. WDFW will manage the Properties for wildlife habitat. WDFW will develop site specific management plans (hereinafter Plans) to achieve the minimum estimated HUs for each project proposal and address the on-going management and proposed improvement activities of the Properties; BPA shall approve the Plans, and it shall not unreasonably withhold its approval. The Fund shall not be used for the implementation of a management Plan until BPA approves that Plan. Plans will be developed pursuant to and in conformity with the terms of the Interim Agreement, this Agreement, and the Council's Program.

5. Operation and Maintenance:

A. WDFW may use the Fund during the term of the Interim Agreement to accomplish reasonable operation and maintenance of the Properties. For those projects implemented prior to October 1, 1997, WDFW may obtain additional funding from BPA for continued operation and maintenance during the term of the Interim Agreement. The parties recognize the process used by the Council and BPA for prioritizing funding of fish and wildlife mitigation measures may affect the amount and timing of operation and maintenance funding after the termination of the Interim Agreement.

B. In the event WDFW determines the operation and maintenance funding provided by BPA is inadequate to fulfill WDFW's management obligations under this Agreement and the Interim Agreement, then WDFW shall provide BPA with written notice that the O&M funding is inadequate and (i) relinquish its interest in and convey any Attachments A or B real property interests acquired with the Fund to BPA, and BPA shall assume full responsibility to manage the conveyed real property interests for the permanent protection of wildlife and wildlife habitat, and (ii) for Attachment C properties WDFW will transfer to BPA any remaining goods, materials, or

equipment acquired with the Fund, and the balance of the Fund. The Parties may seek the Council's assistance on how to address crediting.

C. Revenue received from managing the Properties, including conservation reserve program payments or other similar payments, shall be included in the Fund and used for wildlife management purposes, consistent with the Plans, including the payment of in lieu property tax and county weed assessments on Attachment A and B properties, and such revenues may be subtracted from O&M funds that would otherwise have been provided by BPA, unless otherwise agreed by the parties. During the first eighteen months of this Agreement, preacquisition costs may also be paid from such revenues. The WDFW shall provide BPA with an annual accounting of revenues received from the Properties.

6. **Land Preacquisition Activities and Costs:** Implementation of approved Projects under this Agreement includes acquiring interests in lands within the areas described in Attachment B. The WDFW may utilize its own processes in conducting any and all preacquisition activities, that include, by way of example, appraisals, environmental land audits (ELAs), drafting and presenting to sellers earnest money agreements, purchase and sale agreements, and conducting surveys; provided, WDFW will comply with federal real property acquisition laws, such as the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601-4655, and WDFW shall provide BPA with up to thirty days to review the appraisals and ELAs. The Fund will be used to pay all pre-acquisition costs.

7. **Environmental Compliance.**

A. BPA completed the Washington Wildlife Mitigation EA/FONSI in August 1996, providing compliance with NEPA and related laws for properties identified in Attachments A, B, and C, except the Vancouver Lowlands project.

B. For the Vancouver Lowlands project, BPA has issued a categorical exclusion dated August 2, 1996 for habitat acquisition only. Therefore, with regards to Vancouver Lowlands, the Fund may be used only for acquisition-related costs. BPA and WDFW share an obligation to maintain the status quo of wildlife and other resources involved and shall comply with Title 40,

Section 1506.1 of the Code of Federal Regulations (Limitations on Actions During NEPA Process). The Vancouver Lowlands project is currently being examined in BPA's Draft Wildlife Mitigation Programmatic Environmental Impact Statement, DOE/EIS 96-0246. If upon completion of the final EIS BPA decides to fund the Vancouver Lowlands project, then WDFW may develop a management plan pursuant to section 4 of this Agreement and use the Fund to implement the plan.

C. For all projects, the parties will integrate cultural resource management planning with the wildlife management practices as a means of avoiding impacts to cultural and historic resources. Surveys shall be done before either party initiates ground-disturbing activities. The parties will also avoid sensitive sites in implementing habitat improvement actions. Only ground-disturbing activities approved in the management plans may be undertaken. WDFW may use the Fund, or if it is exhausted seek additional monies through the Council's Program budget prioritization process, for the surveys or any cultural or historic resource mitigation necessitated as a result of WDFW's actions under this Agreement.

8. **Protection of Tribal Rights:** Nothing in this Agreement is intended to nor shall abrogate or expand any federally protected or reserved Indian right.

9. **Right to Enter:** BPA shall have the right to enter upon the Properties at reasonable times to monitor WDFW's compliance with this Agreement and to enforce its terms.

10. **Public Access:** The general public shall have reasonable access to the Properties.

11. **BPA Credit:** As further described in the Interim Agreement, WDFW shall support BPA's taking of the following protection, mitigation, and enhancement credit, estimated in Attachment F, as provided below:

A. **Property Described in Attachment A:** For having purchased the real property described in Attachment A and conveying it to WDFW, BPA shall receive a total of 13,641 Habitat Units (HUs) mitigation credit for both habitat protection under the Act, based on the

Habitat Evaluation Procedure (HEP) conducted by WDFW in 1995 and 1996, and habitat improvements.

B. **Property Described in Attachment B:** WDFW shall purchase real property described in Attachment B and BPA shall receive credit to its wildlife mitigation obligation under the Act, an estimated minimum total of 4007 HUs for the combined habitat protection and improvement activities . WDFW will conduct a HEP study for all target species used in the Wildlife Habitat Impact Assessments for the Federal Columbia River dams located in the state of Washington, and shall be used to evaluate the mitigation credit due. Should the actual HEP study of the Properties result in a different number of HUs, BPA shall receive credit for the actual HUs determined.

C. **Property Described in Attachment C:** For improvements made on real property described in Attachment C, BPA shall receive credit of an estimated minimum 26,855 HU's. Should WDFW's actual HEP study of this real property result in a different number of HUs, BPA shall receive credit for the actual HUs determined.

D. **For leased lands:** Credit shall be as described in sections 2B, 11A, and 11B.

E. **The WDFW will support BPA's obtaining full credit for protecting existing habitat on the Properties, and for habitat improvements when implemented on the Properties, so long as both parties comply with the terms of this Agreement and the Interim Agreement, and act consistently with the Program. Provided, should the Washington Coalition and BPA agree to a final credit formula or one be imposed by applicable law, judicial decision, agreement between BPA and WDFW, or approved pursuant to BPA rulemaking and not overturned by any court of competent jurisdiction, that formula shall be used to recompute the credit provided in this part and the recomputed credit shall be used for all purposes, including the final determination of BPA's ultimate obligation to provide wildlife mitigation, protection and enhancement.**

12. **In-Lieu Clarification:** WDFW may use the Fund only for acquisitions and improvements that are in addition to, not in lieu of, other expenditures it is required to make under other agreements or provisions of law. WDFW will pay, from a separate account, in-lieu

property tax payments, county weed assessments and minimum noxious weed control costs as required by state law for the Attachment C properties.

13. Monitoring and Evaluating Improved Habitat: WDFW may use the Fund during the term of the Interim Agreement to monitor and evaluate wildlife and habitat response to habitat improvements made pursuant to this Agreement.

14. Incidents of Ownership: WDFW will have exclusive control over management and operation of the Properties, and will be responsible for all incidents of ownership of the Properties.

15. Force Majeure: Neither party shall be liable to the other or deemed in fault under this Agreement if and to the extent that party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, acts of government other than WDFW or BPA, embargo, wrecks, or unavoidable delay in materials or manufacturing facilities from generally recognized sources in the applicable industry. The parties will make all reasonable efforts to resume performance promptly once the force majeure is eliminated.

16. Reporting:

A. Beginning September 30, 1997 and through fiscal year 2003 or until the Fund is exhausted, WDFW shall provide BPA semi-annual reports generally describing the parcels in the Project and the terms and conditions of any acquisitions, and scope/status of improvement measures implemented. WDFW shall provide an accounting of the balance of the Fund, including interest earned, expenditures, and revenue derived from the Properties.

B. WDFW shall notify the Council's wildlife working group promptly of any releases of hazardous materials on the Properties.

17. **Binding Effect:** This Agreement shall be binding on the parties and their assigns and successors. Neither party shall assign its rights under this Agreement without the written concurrence from the other party, and such concurrence shall not be withheld unreasonably.

18. **Limitation of Credit:** The credit BPA obtains for the consideration paid to provide and maintain the Properties as wildlife habitat as required and provided in this Agreement shall not be affected or diminished as a result of the failure of the WDFW to carry out its obligations to maintain the properties as provided in this Agreement.

19. **Dispute Resolution:** The parties agree to make best efforts and use due diligence to resolve any disputes related to this Agreement. If disputes are not able to be resolved the parties will submit to mediation upon notice of impasse by either party. The party giving notice of impasse shall submit a name of a mediator and within 20 days, the other party will agree or submit the name of a mediator of its own choosing within 20 days. If the parties do not agree on a mediator, then the parties' mediators will jointly choose another mediator immediately to conduct the mediation. Within the next 90 days no less than two mediation sessions will take place. If a final mediated resolution does not take place then the matter may be litigated. The terms of resolution of a mediated dispute will be incorporated in this Agreement by a mutual written addendum. The parties shall share the costs of mediation equally. All terms of this section shall be exhausted before any court action can ensue. In the event of litigation, the parties may seek only declaratory or injunctive relief, or restitution.

20. **Effective Date:** This Agreement shall be effective upon the date that the last party signs.

21. **Property Exchange or Sale:**

A. If an exchange of real property interests would provide a net gain in HUs or aid in the fulfillment of the management objectives as stated in this Agreement and the Plan, then WDFW

may exchange any real property interest acquired with the Fund for other real property interests after ensuring the following conditions will be met:

- (i) written approval of the Washington Fish and Wildlife Commission and the concurrence of BPA,
- (ii) the new real property interests are of equal or greater wildlife habitat value, as measured by a habitat evaluation procedure, to the species targeted in the Plan; or the sale or exchange aids in the fulfillment of management objectives of the Plan,
- (iii) WDFW will record a signed copy of Attachment E with all appropriate authorities, ensuring the real property interest being acquired through sale or exchange is protected for wildlife and wildlife habitat, and
- (iv) WDFW shall work with the Washington State Historic Preservation Officer to ensure protection of properties listed or eligible to be listed under the National Historic Preservation Act, 16 U.S.C. §§ 470 et seq., by including deed or other restrictions that preserve the property's significant historic features.

B. Money originating from or derived from the Fund may be used for the exchange. The Fund may be used to conduct a HEP study to determine the value of the habitat units to be exchanged. If the Fund has been exhausted, BPA may provide additional funding to conduct the HEP study.

22. **Contract Approval:** If a court of competent jurisdiction finds that the portion of this Agreement that relates to the Properties and their use or the ability of BPA to exercise its rights with respect to the Properties are unauthorized or not binding on WDFW, or that the portion of this Agreement that relates to the Properties and their use or the ability of WDFW to exercise its rights with respect to the Properties are unauthorized or not binding on BPA, then this Agreement shall be terminated and:

- A. For Attachment A or B Properties, WDFW shall convey the Properties to BPA.
- B. For Attachment C properties WDFW will transfer to BPA any remaining goods, materials, or equipment acquired with the Fund, and the balance of the Fund.

23. Modification. The parties by mutual agreement may modify the terms of this Agreement during its term. Any such modification shall be in writing signed by both parties.

24. Applicable Law: Federal law shall govern the implementation of this Agreement and any action, whether mediated or litigated, brought or enforced.

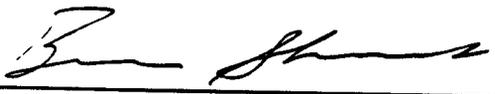
25. Attorney Fees: In the event of litigation involving this Agreement each party shall bear its own costs and attorney fees, including those incurred on appeal.

26. Waiver: The failure of any party to require strict performance of any term of this Agreement or a party's waiver of performance shall not be a waiver of any future performance or of a party's right to require strict performance in the future.

27. Unexpended Monies: If the Fund is not depleted after acquisitions and habitat improvements have resulted in the minimum number of habitat units provided under Intergovernmental contract #96BI97789 and fulfillment of section 5(b)(xi) of the Interim Agreement, WDFW may, after BPA written concurrence, expend the remainder of the Fund for additional wildlife mitigation projects pursuant to the Interim Agreement.

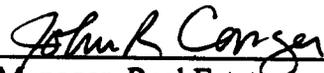
1

IN WITNESS WHEREOF, the parties have signed this Agreement below.



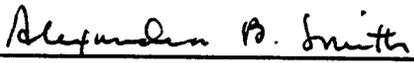
Director, Washington Department of
Fish and Wildlife

Date: 10/18/96



Manager, Real Estate

Date: 10/17/96



Group Vice President, Environment,
Fish and Wildlife

Date: 10/17/96

ATTACHMENT A

Properties purchased by BPA as a result of the Washington
Wildlife Mitigation Agreement

**Roloff and Welch Acquisitions (13,280 Acres) - Swanson Lakes
Wildlife Area:**

This project is located in Lincoln County, northeastern Washington, the wildlife area is comprised primarily of shrub-steppe habitat, wet meadows, riparian areas, and some agricultural land. Land ownership is shared by BPA (13,280 Acres), WDFW (4,905 Acres), BLM, and the Washington Department of Natural Resources. Swanson Lakes is managed primarily for Columbian sharp-tailed grouse and other shrub-steppe obligate species. The main objective is to increase sharp-tailed grouse populations at Swanson Lakes Wildlife Area and on adjoining lands by protecting/enhancing existing habitat and developing additional nesting, brood rearing, and wintering areas.

Dormier Acquisition (320 Acres) - Douglas County Pygmy Rabbit

The focus of this project is the protection and enhancement of shrub-steppe/pygmy rabbit habitat in northeastern Washington.

ATTACHMENT A

Estimated Habitat Unit Credit Summary

	Swanson Lakes (Roloff, Welch, DNR lease)	Pygmy Rabbit (Dormier)	Total
Acres	13,280	320	13,600
Baseline HUs	10,540	448	10,988
Est. Enhancement HUs	2,621	32	2,653
Est. Total HUs	13,161	480	13,641
Estimated BPA Credited HUs	13,161	480	13,641

AFTER RECORDING RETURN TO:
Bonneville Power Administration
MMLB
P.O. BOX 3621
PORTLAND, OR 97208-3621

BOOK M416
Joshua F. Grant
- 8 11 12:30

WARRANTY DEED

HARTLINE, WASHINGTON
Mary Havel
DEPUTY
707-710

299613

The grantors, DAVID DORMAIER and KATHLEEN J. DORMAIER, husband and wife, whose address is Box 117, Hartline, Washington, for and in consideration of One Hundred Thousand Dollars (\$100,000) in hand paid, convey and warrant to the UNITED STATES OF AMERICA and its assigns the West Half of Section 9, Township 25 North, Range 26 East., Willamette Meridian, situated in the county of Douglas, state of Washington.

Dated this 23 day of September, 1994.

David Dormaier
David Dormaier

Kathleen J. Dormaier
Kathleen J. Dormaier

FT. # 58865
REAL ESTATE TAX
\$ 1530.00
DOUGLAS
MAY
B. EW 10-6-94

ACKNOWLEDGMENT

State of Washington)
County of Lincoln) ss

On this 23 day of September, 1993, before me personally appeared David Dormaier and Kathleen J. Dormaier, known to me or proved to me on the basis of satisfactory evidence to be the person or persons whose name(s) is(are) subscribed to the within instrument and who acknowledged to me that they executed the same as their voluntary act and deed for the uses and purposes therein mentioned.

Justin F. Gant
Notary public in and for the

State of Washington

Residing at Wilbur

My commission expires on 11/10/96



BOOK 416 PAGE 710

FILED FOR RECORD
19 93 at 9:53
request of Proven Telle - Mike
By Christina M. Paetsch

FILED
INDEXED
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DIST.

WARRANTY DEED

The Grantor, TIMOTHY M. ROLOFF, for and in consideration of the sum of Three Hundred Thirty-three Thousand Three Hundred Thirty-three and 33/100 Dollars, (\$333,333.33), receipt of which is hereby acknowledged, grants, bargains, sells, and conveys to THE UNITED STATES OF AMERICA and its assigns an undivided one-sixth interest in that certain real property located in Lincoln County, Washington, more fully described in Exhibit A, attached hereto and incorporated herein by this reference

SUBJECT TO easements of record and mineral rights of third parties.

TO HAVE AND TO HOLD the premises herein granted unto the United States of America and its assigns forever.

RESERVING unto the Grantor and his heirs and assigns, for the benefit of the Grantor's retained property in the Southwest Quarter of Section 28, Township 25 North, Range 34 East, W.M., a perpetual, exclusive right and easement to use, operate, maintain, repair, and replace an existing water well, which is located in the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the said Section 28 or in the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 33, Township 25 North, Range 34 East, W.M., TOGETHER WITH a perpetual, non-exclusive easement for access to the said water well over and across the property conveyed to the United States that lies between the water well and the Grantor's retained land in Section 28

The Grantor covenants with the United States of America that he is lawfully seized and possessed of the premises in fee simple, that he has good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances not excepted herein; and that the Grantor will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

The premises are conveyed to the United States of America acting through the Department of Energy, Bonneville Power Administration.

Dated this 29 day of Sept, 1993.

LINCOLN COUNTY EXCISE TAX
RCPT # 76185 AFF.# 30584
DORIS HEIN, TREASURER
BY: Sharon Deppner
\$ 5,100.00 Pd - Oct 8, 1993

T M Roloff
TIMOTHY M. ROLOFF

ACKNOWLEDGMENT

State of Washington)
County of Pierce)

On this 29 day of September, 1993, before me personally appeared TIMOTHY M. ROLOFF, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same as his voluntary act and deed for the uses and purposes therein mentioned.

Rebecca F. Long
Notary public in and for the

REBECCA F. LONG
State of Washington

Residing at Kennewick

My commission expires on 2-26-97



- EXHIBIT A -

- Situate in Lincoln County, State of Washington -

The West Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section 32, Township 25 North, Range 34 E.W.M.

All of Section 25, Township 25 North, Range 33 E.W.M.

All of Section 1, Township 24 North, Range 34 E.W.M.

All of Section 2, Township 24 North, Range 34 E.W.M.

All of Section 25, Township 25 North, Range 34 E.W.M.

All of Section 26, Township 25 North, Range 34 E.W.M.

All of Section 27, Township 25 North, Range 34 E.W.M.

All of Section 31, Township 25 North, Range 34 E.W.M.

The East Half of the Northwest Quarter, the Northeast Quarter and the Southeast Quarter in Section 32, Township 25 North, Range 34 E.W.M.

All of Section 33, Township 25 North, Range 34 E.W.M.

All of Section 34, Township 25 North, Range 34 E.W.M.

All of Section 35, Township 25 North, Range 34 E.W.M.

The Northeast Quarter and all that portion of land lying North and East of the County Road in the Northwest Quarter of the Southeast Quarter and in the East Half of the Northwest Quarter and in the Northeast Quarter of the Southwest Quarter, all in Section 10, Township 24 North, Range 34 E.W.M.

Continued

All of Section 28, Township 25 North, Range 34 E.W.M., EXCEPT the following: Beginning at a point of the east boundary of the County Road 30 feet north of where same intersects the section line between Sections 28 and 33, Township 25 North, Range 34 E.W.M.; running thence East 296 feet; thence North 296 feet; thence West 296 feet to County Road; thence South 296 feet to the point of beginning.

That portion of Section 4, Township 24 North, Range 34 E.W.M., lying East of highway EXCEPT that portion thereof lying South of a line described as follows: Beginning at the Southeast corner of said section; thence North along the East line thereof 2195 feet to the true point of beginning of said line; thence West at a 90° angle 1024 feet to the present County Road, the terminus of said line.

All of Section 3, Township 24 North, Range 34 E.W.M., EXCEPTING a parcel of said Section 3 described as beginning at the Southwest corner of Section 3, being the true point of beginning; thence 1921 feet more or less, East along the South border of Section 3; thence 2195 feet more or less North at a 90° angle; thence West at a 90° angle 1921 feet to the West boundary of Section 3; thence South at a 90° angle 2195 feet more or less to the true point of beginning.

END OF EXHIBIT A

1000

393992

FILED FOR RECORD Oct 8
19 93, at 9:50 o'clock A.M.
request of Kevin Lelle - Mike
SHELLEY
Lincoln County Auditor
By Christine M. Lelle Deputy

WARRANTY DEED

FILED
INDEXED
FILMED
DIST.

The Grantor, TERREN M. ROLOFF, formerly known as Terri M. Roloff-Warrington, for and in consideration of the sum of Three Hundred Thirty-three Thousand Three Hundred Thirty-three and 34/100 Dollars, (\$333,333.34), receipt of which is hereby acknowledged, grants, bargains, sells, and conveys to THE UNITED STATES OF AMERICA and its assigns an undivided one-sixth interest in that certain real property located in Lincoln County, Washington, more fully described in Exhibit A, attached hereto and incorporated herein by this reference.

SUBJECT TO easements of record and mineral rights of third parties.

TO HAVE AND TO HOLD the premises herein granted unto the United States of America and its assigns forever.

RESERVING unto the Grantor and her heirs and assigns, for the benefit of the Grantor's retained property in the Southwest Quarter of Section 28, Township 25 North, Range 34 East, W.M., a perpetual, exclusive right and easement to use, operate, maintain, repair, and replace an existing water well, which is located in the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the said Section 28 or in the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 33, Township 25 North, Range 34 East, W.M., TOTETHER WITH a perpetual, non-exclusive easement for access to the said water well over and across the property conveyed to the United States that lies between the water well and the Grantor's retained land in Section 28.

The Grantor covenants with the United States of America that she is lawfully seized and possessed of the premises in fee simple, that she has good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances not excepted herein; and that the Grantor will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

The premises are conveyed to the United States of America acting through the Department of Energy, Bonneville Power Administration.

Dated this 28th day of September 1993.

LINCOLN COUNTY EXCISE TAX
RCPT # 76186 AFF. # 30585
DORIS HEIN, TREASURER
BY: Sharon Deppner
\$ 5,100.00 Pd - Oct 8, 1993

Terren M. Roloff
TERREN M. ROLOFF

- EXHIBIT A -

- Situate in Lincoln County, State of Washington -

The West Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section 32, Township 25 North, Range 34 E.W.M.

All of Section 25, Township 25 North, Range 33 E.W.M.

All of Section 1, Township 24 North, Range 34 E.W.M.

All of Section 2, Township 24 North, Range 34 E.W.M.

All of Section 25, Township 25 North, Range 34 E.W.M.

All of Section 26, Township 25 North, Range 34 E.W.M.

All of Section 27, Township 25 North, Range 34 E.W.M.

All of Section 31, Township 25 North, Range 34 E.W.M.

The East Half of the Northwest Quarter, the Northeast Quarter and the Southeast Quarter in Section 32, Township 25 North, Range 34 E.W.M.

All of Section 33, Township 25 North, Range 34 E.W.M.

All of Section 34, Township 25 North, Range 34 E.W.M.

All of Section 35, Township 25 North, Range 34 E.W.M.

The Northeast Quarter and all that portion of land lying North and East of the County Road in the Northwest Quarter of the Southeast Quarter and in the East Half of the Northwest Quarter and in the Northeast Quarter of the Southwest Quarter, all in Section 10, Township 24 North, Range 34 E.W.M.

Continued

All of Section 28, Township 25 North, Range 34 E.W.M., EXCEPT the following: Beginning at a point of the east boundary of the County Road 30 feet north of where same intersects the section line between Sections 28 and 33, Township 25 North, Range 34 E.W.M.; running thence East 296 feet; thence North 296 feet; thence West 296 feet to County Road; thence South 296 feet to the point of beginning.

That portion of Section 4, Township 24 North, Range 34 E.W.M., lying East of highway EXCEPT that portion thereof lying South of a line described as follows: Beginning at the Southeast corner of said section; thence North along the East line thereof 2195 feet to the true point of beginning of said line; thence West at a 90° angle 1024 feet to the present County Road, the terminus of said line.

All of Section 3, Township 24 North, Range 34 E.W.M., EXCEPTING a parcel of said Section 3 described as beginning at the Southwest corner of Section 3, being the true point of beginning; thence 1921 feet more or less, East along the South border of Section 3; thence 2195 feet more or less North at a 90° angle; thence West at a 90° angle 1921 feet to the West boundary of Section 3; thence South at a 90° angle 2195 feet more or less to the true point of beginning.

END OF EXHIBIT A

393993

FILED FOR RECORD Oct 8
19 93 at 9:51 a.m. A
request of Kevin Telle - Mike
S4-11
Lincoln County
By Christine M. Lovick Deputy

WARRANTY DEED

FILED
INDEXED
FILMED
DIST

The Grantor, MARILEE K. ROLOFF, formerly known as Marilee K. Roloff-Walters, for and in consideration of the sum of Three Hundred Thirty-three Thousand Three Hundred Thirty-three and 33/100 Dollars, (\$333,333.33), receipt of which is hereby acknowledged, grants, bargains, sells, and conveys to THE UNITED STATES OF AMERICA and its assigns an undivided one-sixth interest in that certain real property located in Lincoln County, Washington, more fully described in Exhibit A, attached hereto and incorporated herein by this reference.

SUBJECT TO easements of record and mineral rights of third parties.

TO HAVE AND TO HOLD the premises herein granted unto the United States of America and its assigns forever.

RESERVING unto the Grantor and her heirs and assigns, for the benefit of the Grantor's retained property in the Southwest Quarter of Section 28, Township 25 North, Range 34 East, W.M., a perpetual, exclusive right and easement to use, operate, maintain, repair, and replace an existing water well, which is located in the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the said Section 28 or in the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 33, Township 25 North, Range 34 East, W.M., TOGETHER WITH a perpetual, non-exclusive easement for access to the said water well over and across the property conveyed to the United States that lies between the water well and the Grantor's retained land in Section 28.

The Grantor covenants with the United States of America that she is lawfully seized and possessed of the premises in fee simple, that she has good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances not excepted herein; and that the Grantor will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

The premises are conveyed to the United States of America acting through the Department of Energy, Bonneville Power Administration.

Dated this 28th day of September, 1993.

LINCOLN COUNTY EXCISE TAX
RCPT # 74182 AFF. # 30582
DORIS HEIN, TREASURER
BY: Sharon Deussen
♦ \$100⁰⁰ Pd - Oct 8, 1993

Marilee K. Roloff
MARILEE K. ROLOFF

- EXHIBIT A -

- Situate in Lincoln County, State of Washington -

The West Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section 32, Township 25 North, Range 34 E.W.M.

All of Section 25, Township 25 North, Range 33 E.W.M.

All of Section 1, Township 24 North, Range 34 E.W.M.

All of Section 2, Township 24 North, Range 34 E.W.M.

All of Section 25, Township 25 North, Range 34 E.W.M.

All of Section 26, Township 25 North, Range 34 E.W.M.

All of Section 27, Township 25 North, Range 34 E.W.M.

All of Section 31, Township 25 North, Range 34 E.W.M.

The East Half of the Northwest Quarter, the Northeast Quarter and the Southeast Quarter in Section 32, Township 25 North, Range 34 E.W.M.

All of Section 33, Township 25 North, Range 34 E.W.M.

All of Section 34, Township 25 North, Range 34 E.W.M.

All of Section 35, Township 25 North, Range 34 E.W.M.

The Northeast Quarter and all that portion of land lying North and East of the County Road in the Northwest Quarter of the Southeast Quarter and in the East Half of the Northwest Quarter and in the Northeast Quarter of the Southwest Quarter, all in Section 10, Township 24 North, Range 34 E.W.M.

Continued

All of Section 28, Township 25 North, Range 34 E.W.M., EXCEPT the following: Beginning at a point of the east boundary of the County Road 30 feet north of where same intersects the section line between Sections 28 and 33, Township 25 North, Range 34 E.W.M.; running thence East 296 feet; thence North 296 feet; thence West 296 feet to County Road; thence South 296 feet to the point of beginning.

That portion of Section 4, Township 24 North, Range 34 E.W.M., lying East of highway EXCEPT that portion thereof lying South of a line described as follows: Beginning at the Southeast corner of said section; thence North along the East line thereof 2195 feet to the true point of beginning of said line; thence West at a 90° angle 1024 feet to the present County Road, the terminus of said line.

All of Section 3, Township 24 North, Range 34 E.W.M., EXCEPTING a parcel of said Section 3 described as beginning at the Southwest corner of Section 3, being the true point of beginning; thence 1921 feet more or less, East along the South border of Section 3; thence 2195 feet more or less North at a 90° angle; thence West at a 90° angle 1921 feet to the West boundary of Section 3; thence South at a 90° angle 2195 feet more or less to the true point of beginning.

END OF EXHIBIT A

393994

FILED FOR RECORD *October 8*
19 *93*, at *9:52*
request of *Leann Fells - Mike*
By *Christina M. Lovelace*

1000

WARRANTY DEED

FILED
INDEXED
FILMED
DIST

The Grantor, DONNA ROLOFF, for and in consideration of the sum of One Million Dollars (\$1,000,000), receipt of which is hereby acknowledged, grants, bargains, sells, and conveys to THE UNITED STATES OF AMERICA and its assigns an undivided one-half interest in that certain real property located in Lincoln County, Washington, more fully described in Exhibit A, attached hereto and incorporated herein by this reference.

SUBJECT TO easements of record and mineral rights of third parties.

TO HAVE AND TO HOLD the premises herein granted unto the United States of America and its assigns forever.

RESERVING unto the Grantor and her heirs and assigns, for the benefit of the Grantor's retained property in the Southwest Quarter of Section 28, Township 25 North, Range 34 East, W.M., a perpetual, exclusive right and easement to use, operate, maintain, repair, and replace an existing water well, which is located in the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the said Section 28 or in the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 33, Township 25 North, Range 34 East, W.M., TOGETHER WITH a perpetual, non-exclusive easement for access to the said water well over and across the property conveyed to the United States that lies between the water well and the Grantor's retained land in Section 28.

The Grantor covenants with the United States of America that she is lawfully seized and possessed of the premises in fee simple, that she has good and lawful right and power to sell and convey the same, that the same are free and clear of all encumbrances not excepted herein, and that the Grantor will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

The premises are conveyed to the United States of America acting through the Department of Energy, Bonneville Power Administration.

Dated this 28th day of September, 1993.

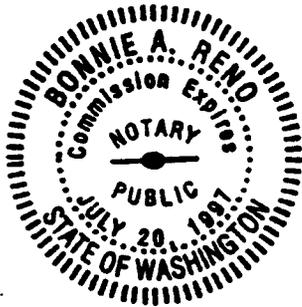
LINCOLN COUNTY EXCISE TAX
RCPT # 76184 AFF. # 30583
DORIS HEIN, TREASURER
BY: Sharon Deemer
\$ 15,300⁰⁰ Pd - Oct 8, 1993

Donna Roloff
DONNA ROLOFF

ACKNOWLEDGMENT

State of Washington)
County of Spokane)

On this 28th day of September, 1993, before me personally appeared DONNA ROLOFF, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that she executed the same as her voluntary act and deed for the uses and purposes therein mentioned.



Bonnie A. Reno
Notary public in and for the

State of Washington

Residing at Spokane

My commission expires on 7-20-97

- EXHIBIT A -

- Situate in Lincoln County, State of Washington -

The West Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section 32, Township 25 North, Range 34 E.W.M.

All of Section 25, Township 25 North, Range 33 E.W.M.

All of Section 1, Township 24 North, Range 34 E.W.M.

All of Section 2, Township 24 North, Range 34 E.W.M.

All of Section 25, Township 25 North, Range 34 E.W.M.

All of Section 26, Township 25 North, Range 34 E.W.M.

All of Section 27, Township 25 North, Range 34 E.W.M.

All of Section 31, Township 25 North, Range 34 E.W.M.

The East Half of the Northwest Quarter, the Northeast Quarter and the Southeast Quarter in Section 32, Township 25 North, Range 34 E.W.M.

All of Section 33, Township 25 North, Range 34 E.W.M.

All of Section 34, Township 25 North, Range 34 E.W.M.

All of Section 35, Township 25 North, Range 34 E.W.M.

The Northeast Quarter and all that portion of land lying North and East of the County Road in the Northwest Quarter of the Southeast Quarter and in the East Half of the Northwest Quarter and in the Northeast Quarter of the Southwest Quarter, all in Section 10, Township 24 North, Range 34 E.W.M.

Continued

All of Section 28, Township 25 North, Range 34 E.W.M., EXCEPT the following: Beginning at a point of the east boundary of the County Road 30 feet north of where same intersects the section line between Sections 28 and 33, Township 25 North, Range 34 E.W.M.; running thence East 296 feet; thence North 296 feet; thence West 296 feet to County Road; thence South 296 feet to the point of beginning.

That portion of Section 4, Township 24 North, Range 34 E.W.M., lying East of highway EXCEPT that portion thereof lying South of a line described as follows: Beginning at the Southeast corner of said section; thence North along the East line thereof 2195 feet to the true point of beginning of said line; thence West at a 90° angle 1024 feet to the present County Road, the terminus of said line.

All of Section 3, Township 24 North, Range 34 E.W.M., EXCEPTING a parcel of said Section 3 described as beginning at the Southwest corner of Section 3, being the true point of beginning; thence 1921 feet more or less, East along the South border of Section 3; thence 2195 feet more or less North at a 90° angle; thence West at a 90° angle 1921 feet to the West boundary of Section 3; thence South at a 90° angle 2195 feet more or less to the true point of beginning.

END OF EXHIBIT A

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
JENNIFER M. BELCHER - COMMISSIONER OF PUBLIC LANDS
Olympia, Washington 98504

NOTE CAREFULLY

The Commissioner of Public Lands will not approve any assignment unless the lease or contract is in good standing. The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$25.00 fee.

LEASE ASSIGNMENT

For and in consideration of the sum of ten dollars and other valuable consideration the hereinafter named assignor(s) hereby assign(s), set(s) over, and transfer(s) all of his right, title, and interest in and to that portion of the lease or contract No. 10A56741 herein described:

All, Section 36, Township 25 North, Range 34 East, in Lincoln County, Washington, containing 640 acres, more or less, according to the government survey thereof.

unto: BONNEVILLE POWER ADMINISTRATION
whose address is: c/o Robert L. Easterling, PO Box 3521-MHLB, Portland, OR 97208, and said assignee(s) hereby binds and obligates themselves to perform all the conditions and covenants of said lease or contract.

In the event the assignee is a corporation, and if at any time during the term of this lease any part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the assignee by the person or persons now owning a majority of the corporate shares, such change shall be deemed an assignment of this lease, which, to become legally effective, requires the prior written approval of the Department of Natural Resources.

Approval of this assignment by the Department is not a discharge of the assignor or assignor's surety from any or all liabilities, obligations, or duties incurred under the contract or lease prior to the date of consent of this assignment.

Dated this 27 day of Dec., A.D. 1993

By Harold J Roloff
Harold Roloff Assignor

Assignment Approved:

Date January 19, 1994

BONNEVILLE POWER ADMINISTRATION

By Robert L. Easterling
Robert L. Easterling Assignee

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By William D. Brown
JENNIFER M. BELCHER
Commissioner of Public Lands

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.

CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT

(If a corporation, use "Certificate of Corporate Acknowledgment" below)

STATE OF WASHINGTON,

County of Snohomish

On this day personally appeared before me Jarold Roloff,
to me known to be the individual(s) described in and who executed the within and foregoing
instrument, and acknowledged that he signed the same as his free and
voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of December, 1975

Jarold Roloff
Notary Public in and for the State of Washington,
residing at Willow

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON,

County of _____

ASSIGNOR

On this ____ day of _____, 19____, before me personally appeared
_____, to be known to be the
_____ of the corporation that executed the within and foregoing instrument,
and acknowledged said instrument to be the free and voluntary act and deed of the
corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she
was) (they were) authorized to execute said instrument and that the seal affixed is the
corporate seal of the corporation.

Given under my hand this ____ day of _____, 19____

Signature

Title

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON,

County of _____

ASSIGNEE

On this ____ day of _____, 19____, before me personally
appeared _____ to me known to be the _____
of the corporation that executed the within and foregoing instrument, and acknowledged
said instrument to be the free and voluntary act and deed of the corporation, for the uses
and purposes therein mentioned, and on oath stated that (he/she was) (they were)
authorized to execute said instrument and that the seal affixed is the corporate seal of
the corporation.

Given under my hand this ____ day of _____, 19____

Signature

Title

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
JENNIFER M. BELCHER - COMMISSIONER OF PUBLIC LANDS
Olympia, Washington 98504

NOTE CAREFULLY

The Commissioner of Public Lands will not approve any assignment unless the lease or contract is in good standing. The original lease or contract must be submitted along with three (3) copies of this assignment form and a \$25.00 fee.

LEASE ASSIGNMENT

For and in consideration of the sum of ten dollars and other valuable consideration the hereinafter named assignor(s) hereby assign(s), set(s) over, and transfer(s) all of his right, title, and interest in and to that portion of the lease or contract No. 10A56279 herein described:

All, Section 36, Township 25 North, Range 33 East, in Lincoln County, Washington, containing 640 acres, more or less, according to the government survey thereof.

unto: BONNEVILLE POWER ADMINISTRATION
whose address is: c/o Robert L. Easterling, PO Box 3621-MMLB, Portland, OR 97206, and said assignee(s) hereby binds and obligates themselves to perform all the conditions and covenants of said lease or contract.

In the event the assignee is a corporation, and if at any time during the term of this lease any part or all of the corporate shares of the assignee be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition so as to result in a change in the present control of the assignee by the person or persons now owning a majority of the corporate shares, such change shall be deemed an assignment of this lease, which, to become legally effective, requires the prior written approval of the Department of Natural Resources.

Approval of this assignment by the Department is not a discharge of the assignor or assignor's surety from any or all liabilities, obligations, or duties incurred under the contract or lease prior to the date of consent of this assignment.

Dated this 27 day of Dec, A.D. 1993

By Harold T Roloff
Harold Roloff Assignor

Assignment Approved:

Date January 19, 1994

BONNEVILLE POWER ADMINISTRATION

By Robert L. Easterling
Robert L. Easterling Assignee

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By William O. Bremer
JENNIFER M. BELCHER
Commissioner of Public Lands

The Assignor's signature must be notarized. Use appropriate form on reverse side.

Assignee's signature, other than corporations, does not need to be notarized. If Assignee is a corporation, complete appropriate Certificate of Acknowledgment on reverse side.

CERTIFICATE OF ASSIGNOR'S ACKNOWLEDGMENT

(If a corporation, use 'Certificate of Corporate Acknowledgment' below.)

STATE OF WASHINGTON,

County of San Juan

On this day personally appeared before me Harold Roloff,
to me known to be the individual(s) described in and who executed the within and foregoing
instrument, and acknowledged that he signed the same as his free and
voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of December, 19 73

Frank Muller
Notary Public in and for the State of Washington,
residing at 1001 1/2 Ave

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON,

ASSIGNOR

County of _____

On this ___ day of _____, 19___, before me personally appeared
_____, to be known to be the
_____ of the corporation that executed the within and foregoing instrument,
and acknowledged said instrument to be the free and voluntary act and deed of the
corporation, for the uses and purposes therein mentioned, and on oath stated that (he/she
was) (they were) authorized to execute said instrument and that the seal affixed is the
corporate seal of the corporation.

Given under my hand this ___ day of _____, 19___

Signature

Title

CERTIFICATE OF CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON,

ASSIGNEE

County of _____

On this ___ day of _____, 19___, before me personally
appeared _____ to me known to be the _____
of the corporation that executed the within and foregoing instrument, and acknowledged
said instrument to be the free and voluntary act and deed of the corporation, for the uses
and purposes therein mentioned, and on oath stated that (he/she was) (they were)
authorized to execute said instrument and that the seal affixed is the corporate seal of
the corporation.

Given under my hand this ___ day of _____, 19___

Signature

Title

15/

399749

RETURN TO:
Department of Energy
Bonneville Power Admin. TTRB
P.O. Box 3621
Portland, OR 97208

FILED FOR RECORD June 28
1995, at 1:50 o'clock P. M.
request of Lincoln Title-Home
SHELLY JOHNSTON
Lincoln County Auditor
By Jody Howard Deputy

FILED
INDE
FILML
DIST.

Tract No. TRACYRK-WL-5TR (Fee)

175222TW
P-23026

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of NINE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE and NO/100 DOLLARS (\$918,875.00) in hand paid, receipt of which is hereby acknowledged, MARY FRANCES WELCH, Trustee of the Dennis J. Welch Testamentary Trust as to Parcel A, and MARY F. WELCH as to Parcels B and C, the Grantors, have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA, and its assigns, the following described parcels of land in the County of Lincoln in the State of Washington, to wit:

As described in Exhibit A, attached hereto and by this reference made a part hereof.

The rights granted herein are subject to easements of record and mineral rights of third parties.

TO HAVE AND TO HOLD the said parcel of land unto the UNITED STATES OF AMERICA and its assigns, forever.

Grantors covenant with the UNITED STATES OF AMERICA that the Grantors are lawfully seized and possessed of the said parcel of land in fee; have good and lawful right and power to sell and convey the same; that the same is free and clear of all encumbrances; and that the Grantors will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

Dated this 15th day of June, 1995

LINCOLN COUNTY EXCISE TAX
RCPT # 82060 AFF. # 32513
DORIS HEIM, TREASURER
BY: Sharon Deppner
\$ 14,058 79. Pd - June 28, 1995

Mary Frances Welch trustee
Grantor MARY FRANCES WELCH, Trustee

Mary F. Welch
Grantor MARY F. WELCH

Tract No. TRACYRK-WL-5TR (Fee)

Parcel A:

Government Lots 3, 4, 5, 6, 9, 11 and 12 and the South half of Section 4 and Lots 1 through 12, inclusive and the South half of Section 5 and all of Section 9, all being in Township 24 North, Range 35 E.W.M., Lincoln County, Washington AND the South half of Section 32, Township 25 North, Range 35 E.W.M., Lincoln County, Washington.

Parcel B:

The North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 10, Township 24 North, Range 35 E.W.M., and that portion of the Southwest Quarter of Section 10, Township 24 North, Range 35 E.W.M., Lying North and West of the County Road No. 2871.

Parcel C:

All of Section 3 in Township 24 North, Range 35 E.W.M.

The Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 10 in Township 24 North, Range 35 E.W.M.

The Northeast Quarter of the Southeast Quarter; the South half of the Southeast Quarter; that part of the Southeast Quarter of the Northeast Quarter more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 27; thence North on Section line 80 rods; thence diagonally in a straight line to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section; thence East 80 rods to place of beginning;

And that part of the Northwest Quarter of the Southeast Quarter more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 27; running thence North 80 rods; thence diagonally in a straight line to the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section; thence East 80 rods to the place of beginning; all of said lands being in Section 27 in Township 24 North, Range 35 E.W.M.

EXHIBIT A

ATTACHMENT B

Properties to be purchased or leased by WDFW as a result of the Memorandum of Agreement

Scotch Creek Wildlife Area - Estimated 500 Acres

The Scotch Creek project involves acquisition of approximately 500 acres and habitat improvement on approximately 13,591 acres of WDFW land in north-central Okanogan County. Improvement activities would occur in shrub-steppe, conifer forest, riparian, and agricultural habitat types. The primary target species for habitat improvement is sharp-tailed grouse. However, mule habitat would also be a major focus.

Sage Grouse Acquisition - Estimated 1,670 Acres

Approximately 1,670 acres of shrub-steppe habitat will be acquired in Douglas County for Sage Grouse. Additional acreage may be purchased, funding permitting.

Columbia Basin Wildlife Area - Estimated 160 Acres

Approximately 160 Acres will be purchased, wetlands enhanced, and included in the Columbia Basin Wildlife Area.

Vancouver Lowlands - Estimated 1,252 to 2,300 Acres

This project funds the acquisition of approximately 1,252 acres in Clark County, northwest of Vancouver, Washington. Additionally, it funds the enhancement of existing WDFW property (1,818 Acres). The primary objective of the Vancouver Lowlands project is to increase habitat quality for bald eagles, great blue herons, sandhill cranes, Canada geese, cavity-nesting and dabbling ducks, great egrets, and swans. Other target species include the yellow warbler, western meadowlark, black-capped chickadee, and mink.

Pygmy Rabbit -

Additional acquisitions may be made within the project area, funding permitting.

Shrub-steppe Acquisition -

This project may not come to fruition. As management plans are developed for the other projects it may be necessary to take funding from this project to be able to meet mitigation objectives. Acquisition parcels have not specifically been identified. In general if funding allows habitat will be purchased for pygmy rabbit, mule deer and sharp-tailed grouse in Douglas, Grant, Adams, Okanogan and Franklin Counties.

Leases -

For purposes of this Memorandum of Agreement, any leases secured with the Fund will be considered Attachment B properties to determine BPA credit.

ATTACHMENT B

Estimated Habitat Unit Credit Summary

	Scotch Creek	Sage Grouse	Col Basin	Vancouver	Total
Acres	500	1,670	160	1,252	3,582
Est. Baseline HUs	250	250	32	376	908
Est. Enhance HUs	100	251	32	2,716	3,099
Est Total HUs	350	501	64	3,092	4,007
Estimated BPA Credited HUs	350	501	64	3,092	4,007

ATTACHMENT C

Properties owned/managed by WDFW which will be enhanced and maintained as a result of this Memorandum of Agreement

Scotch Creek -

The Scotch Creek project involves habitat improvement on approximately 13,591 acres of WDFW land in north-central Okanogan County. Improvement activities would occur in shrub-steppe, conifer forest, riparian, and agricultural habitat types. The primary target species for habitat improvement is sharp-tailed grouse. However, mule habitat would also be a major focus.

Swanson Lakes -

This project is located in Lincoln County, northeastern Washington, the wildlife area is comprised primarily of shrub-steppe habitat, wet meadows, riparian areas, and some agricultural land. Land ownership is shared by BPA, WDFW, BLM, and the Washington Department of Natural Resources. Swanson Lakes is managed primarily for Columbian sharp-tailed grouse and other shrub-steppe obligate species. The main objective is to increase sharp-tailed grouse populations at Swanson Lakes Wildlife Area and on adjoining lands by protecting/enhancing existing habitat and developing additional nesting, brood rearing, and wintering areas.

Pygmy Rabbit -

The focus of this project is the protection and enhancement of shrub-steppe/pygmy rabbit habitat in northeastern Washington.

Sunnyside -

This project involves habitat improvement on approximately 9470 acres of WDFW land within the Sunnyside, I-82, Byron, Rattlesnake Slope, and Thronton units of the Sunnyside Wildlife Area in Yakima and Benton Counties. Improvement activities will occur in shrub-steppe, riparian, wetland, riverine, deciduous woodland, grassland, shrub, and agricultural habitat types.

Wenas -

The Wenas project involves habitat enhancement on approximately 64,435 acres of land in Yakima and Kittitas Counties. Approximately 70% of the land in this area is owned in fee title by WDFW, WDFW leases about 26% from the Washington State Department of Natural Resources, and 3% is owned in fee title by BLM. The project will create a new wildlife area by combing the Wenas and Cleman Mountain units of existing Oak Creek Wildlife Area with South L.T. Murray Unit of the existing L.T. Murray Wildlife Area. Improvement activities will occur in shrub-steppe, grassland, riparian, conifer forest and agricultural habitat types. Habitat improvements will only occur on WDFW land.

ATTACHMENT C - continued

Gloyd Seeps / Desert -

This project located in Grant County involves wetland habitat improvements on WDFW lands within the Desert, Gloyd Seeps, Quincy Lakes and Lower Crab Creek units of the Columbia Basin Wildlife Area.

Vancouver Lowlands -

This project is located in Clark County, northwest of Vancouver, Washington. The primary objective of the Vancouver Lowlands project is to increase habitat quality for bald eagles, great blue herons, sandhill cranes, Canada geese, cavity-nesting and dabbling ducks, great egrets, and swans. Other target species include the yellow warbler, western meadowlark, black-capped chickadee, and mink.

ATTACHMENT C

Estimated Habitat Unit Credit Summary

	Acres	Baseline HUs	Est. Enhance HUs	Est. Total	Est. BPA Credited HUs
Scotch Creek	13,591	3,019	4,678	7,697	4,678
Swanson Lakes	4,905	1,751	2,825	4,576	2,825
Pygmy Rabbit	240	112	162	274	162
Pygmy CRMP	3,500	3,500	1,400	4,900	1,400
Sunnyside	9,470	1,894	2,980	4,874	2,980
Wenas	64,435	6,444	12,887	19,331	12,887
Desert	620	96	372	468	372
Gloyd Seeps	360	108	216	324	216
Vanc. Lowlands	1,818	727	1,335	2,062	1,335
Estimated Total	98,939	17,651	26,855	44,506	26,855



Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

OCT 25 1995

Mr. Donald Sampson, Chairman
Confederated Tribes of the Umatilla Indian Reservation
P.O. Box 638
Pendleton, OR 97801

Dear Chairman Sampson:

Under the Washington Wildlife Interim Agreement, the Bonneville Power Administration (Bonneville) is obligated to provide \$12.85 million in funding during Fiscal Year 1996 for Washington Wildlife Coalition Agreement (Agreement) projects. In its work plan for FY 1996, the Northwest Power Planning Council (Council) has allocated \$11.5 million for wildlife projects, including those under the Agreement.

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and the State of Washington Department of Fish and Wildlife (WDFW) have volunteered to assist in resolving this budgeting problem. These Coalition Members are willing to defer their FY 1996 and FY 1997 payments from Bonneville under the Agreement, having them become payable instead in Fiscal Years 1998-2000.

As proposed, Bonneville would take the FY 1996 and FY 1997 funds due to the CTUIR and WDFW and make them available for use for other program measures. These alternative measures would be designated by the Council.

In Fiscal Years 1998-2000, when the deferred payments are due, the expenditure of these funds would be made pursuant to the terms of the Agreement and would be spent on habitat in Washington State. No interest would be paid by Bonneville on the deferred payments.

The CTUIR, WDFW, Council, and Bonneville have discussed deferring these disbursements and believe it can be done without substantially modifying the Agreement. However, section 4 of the Agreement states the Agreement "shall terminate on September 30, 1997, or when all of the funds budgeted pursuant to this Agreement have been expended. . ." This means that all of the terms of the Agreement, including the requirement that operation and maintenance (O&M) during the agreement be paid by the party out of Agreement funds, would continue until all funds are expended. Thus, unless the Agreement is modified, the accord offered by the CTUIR and WDFW could inadvertently prevent other parties from receiving O&M payments beginning in September of 1997. To prevent this unfair outcome, Bonneville is willing to make the following amendments to the Agreement:

(1) Projects implemented before October 1, 1997, will be eligible for O&M funding beginning in Fiscal Year 1998 (beginning October 1, 1997) in the manner described in Sections 5(b)(xi), 5(c)(ix), and 5(c)(xi) of the Agreement. Monitoring and evaluation will proceed as contemplated

2

in section 7, Bonneville will consider a project implemented for purposes of this provision if the habitat has been permanently protected for wildlife and is under the management of the Coalition Member.

(2) For projects implemented with Agreement funds on or after October 1, 1997, Bonneville agrees to address O&M funding and monitoring and evaluation pursuant to the Agreement beginning with the next fiscal year following the implementation of the project.

(3) For Coalition Members that have expended their share of funds due under the Agreement before October 1, 1997, Bonneville agrees to waive the restrictions in section 9 which forbid seeking additional or proposing additional projects during the term of the Agreement. For each remaining Coalition Member, Bonneville agrees to waive these restrictions in section 9 as soon as the habitat acquisition funding available to that member has been expended.

These amendments will become effective as soon as each Coalition Member has agreed to them in writing. If not all Coalition Members agree to these amendments, they will not take effect.

I am sending each Coalition Member two copies of this letter containing the proposed amendments. If your agency or tribe is willing to agree to the proposed amendment, please have an authorized person sign one copy in the space indicated and return it to me at our Portland office. If you do not agree to these proposed amendments, I would appreciate a short letter to that effect.

If you have any questions, please feel free to call me at (503) 230-4981. I will notify the Coalition Members regarding the outcome of these proposed amendments as soon as the results are available.

Thank you for your consideration of this proposal.

Sincerely,

(SGD) ROBERT L. WALKER

for
D. Robert Lohn
Director, Fish and Wildlife

CONCUR: _____ DATE: _____

EST 9:37
cc:

Mr. Jack Donaldson, Columbia Basin Fish and Wildlife Authority
Mr. John Etchart, Northwest Power Planning Council

Attachment D Page 2

Same letter sent to:

MATTHEW DICK JR
CHAIRMAN
CUMVILLE CONFEDERATED TRIBES
PO BOX 150
NESPELEM WA 99155

DONALD SAMPSON
CHAIRMAN
CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION
PO BOX 638
PENDLETON OR 97801

WARREN SEYLER
CHAIRMAN OF SPOKANE TRIBAL COUNCIL
SPOKANE TRIBE
PO BOX 100
WELLPINIT WA 99040

MICHAEL SPEAR
REGIONAL DIRECTOR
US FISH AND WILDLIFE SERVICE
911 NE 11TH
PORTLAND OR 97232-4181

ROBERT TURNER
DIRECTOR
WASHINGTON DEPT OF FISH AND WILDLIFE
600 CAPITOL WAY NORTH
OLYMPIA WA 98501-1091

JERRY MENINICK
CHAIRMAN OF YAKAMA TRIBAL COUNCIL
YAKAMA INDIAN NATION
PO BOX 151
TOPPENISH WA 98948



State of Washington
DEPARTMENT OF FISH AND WILDLIFE

Main Office Address: 500 Capitol Way N • Olympia, WA 98501 • (360) 902-2200 • TDD (360) 902-2200
Main Office Location: Natural Resources • 1100 • 1100 Washington Street SE • Olympia, WA

*file - wa Int Agmt
copy to: Joe.*

December 19, 1995

Mr. Randy Hardy
Bonneville Power Administration
Post Office Box 3621
Portland, Oregon 97208-3621

Dear Mr. Hardy

This letter is the Washington Department of Fish and Wildlife's formal response to your letter regarding amendments to the Washington Wildlife Mitigation Agreement. The original deferment of funds proposal was not acceptable to all Washington Wildlife Coalition members. As such, the Confederated Tribes of the Umatilla Indian Reservation have withdrawn their offer of deferment to resolve the internal Coalition conflict.

We are still willing to defer funds from their Fiscal Year (FY) 1996 and FY 1997 payments from Bonneville Power Administration (BPA) as previously submitted to the Northwest Power Planning Council (Council) and Columbia Basin Fish and Wildlife Authority, with the deferred funds becoming payable instead in FY 1998 to FY 2000. The deferred funds would become available for use for other program measures as designated by the Council. In Fiscal Years 1998 to 2000, when the deferred payments are due, the expenditure of these funds would be made pursuant to the terms of the Agreement. No interest would be paid on the deferred payments.

In light of the above-mentioned deferrals, we approve the following proposed BPA amendments to the Agreement:

1. Projects implemented before October 1, 1997, will be eligible for Operations & Maintenance (O&M) funding beginning in FY 1998 (beginning October 1, 1997) in the manner described in Sections 5(b)(xi), 5(c)(ix) and 5(c)(xi) of the Agreement. Monitoring and Evaluation (M&E) will proceed as contemplated in Section 7. BPA will consider a project implemented for purpose of this provision if the habitat has been permanently protected for wildlife and is under the management of the Coalition member.
2. For projects implemented with Agreement funds on or after October 1, 1997, BPA agrees to address O&M and M&E funding pursuant to the Agreement beginning with the next fiscal year following the implementation of the project.

Mr Randy Hardy
December 19, 1995
Page 2

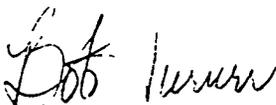
- 3 For Coalition members who have expended their share of funds due under the Agreement before October 1, 1997, BPA agrees to waive the restrictions in Section 9 which forbid seeking additional funds or proposing additional projects during the terms of the Agreement. For each remaining Coalition member BPA agrees to waive these restrictions in Section 9 as soon as the habitat acquisition funding available to that member has been expended.

These amendments will become effective as soon as all parties to the Washington Agreement have agreed to them in writing. If any of the parties do not agree, the amendments will not go into effect.

Each Coalition member is sending you two copies of this letter containing the proposed amendments. If your agency is willing to agree to the proposed amendment, please have an authorized person sign one copy in the space indicated and return it to me at the above address with copies to each Coalition member. If you do not agree to these proposed amendments, I would appreciate a short letter to that effect. If you have any questions, please feel free to call me at (360) 902-2225.

Thank you for your consideration of this proposal.

Sincerely,



Robert Turner
Director

Concur: Alex Smith Date: 10/17/96

RT.JR:mkd

cc: Mr. D. Robert Lohn, Bonneville Power Administration
Mr. John Etchart, Northwest Power Planning Council
Mr. Jack Donaldson, Columbia Basin Fish and Wildlife Authority



Department of Energy
Bonneville Power Administration
P O Box 3621
Portland, Oregon 97208-3621

JAN 6 4 1995

Mr. Matthew Dick, Jr.
Chairman
Colville Confederated Tribes
P.O. Box 150
Nespelem, WA 99155

Mr. Michael Spear
Regional Director
U.S. Fish and Wildlife Service
911 NE 11th
Portland, OR 97232-4181

Mr. Warren Seyler
Chairman of Spokane Tribal Council
Spokane Tribe
P.O. Box 100
Wellpinit, WA 99040

Mr. Jerry Meninick
Chairman of Yakama Tribal Council
Yakama Indian Nation
P.O. Box 151
Toppenish, WA 98948

Dear Sirs:

On December 5, 1995, we received a letter from Donald Sampson, Chairman, Board of Trustees, of the Confederated Tribes of the Umatilla Indian Reservation regarding amendments to the Washington Wildlife Mitigation Agreement. We understand that the deferment of funds as originally proposed proved to be disadvantageous for the Confederated Tribes of the Umatilla Indian Reservation, and they have therefore withdrawn their offer of deferment. The Washington Department of Fish and Wildlife, however, is still willing to proceed.

We look forward to receiving signed authorization from all other Coalition members authorizing the amendments as outlined in Chairman Sampson's letter of December 5, 1995. To date, we have received signed authorization for this amendment from the Umatillas and the Washington Department of Fish and Wildlife. When we receive authorization from all Coalition members, we will notify you of our concurrence.

Thank you for your efforts in this regard. We look forward to a continued, successful working relationship with you.

Sincerely,

**Original Signed by
D. Robert Lohn**

D. Robert Lohn
Director, Fish and Wildlife

cc:

Mr. Jack Donaldson, Columbia Basin Fish and Wildlife Authority
Mr. John Etchart, Northwest Power Planning Council
Mr. Donald Sampson, Confederated Tribes of the Umatilla Indian Reservation
Mr. Robert Turner, Washington Department of Fish and Wildlife

ATTACHMENT E
COVENANT FOR RECORDING BY THE WDFW

Covenant. The Grantor, the State of Washington, Department of Fish and Wildlife (WDFW), for and in consideration of one dollar and other good and valuable consideration, conveys and grants to the Grantee, the Bonneville Power Administration, its successors or assigns, a covenant that WDFW will use this real property for the public purpose of mitigation, permanent protection and enhancement of wildlife and wildlife habit, and to allow reasonable public access.

WDFW has acquired this real property with BPA's assistance to help BPA in partially fulfilling its duty to protect, mitigate, and enhance wildlife habitat affected by the development of the Federal Columbia River Power System as authorized and required by section 4(h)(10)(A) of the Pacific Northwest Electric Power Planning and Conservation Act of 1980, 16 U.S.C. §§ 839 et seq.

This covenant shall run with the land, providing protection to the wildlife and wildlife habitat permanently, in favor of BPA, its successors and assigns. Provided, (1) should WDFW determine this real property, or portions thereof, no longer meets management objectives and BPA concurs, as evidenced by an affidavit executed by WDFW and BPA; (2) a court finds the MOA is not binding on one of the parties; or (3) WDFW determines the operation and maintenance funding provided by BPA is inadequate to maintain or provide wildlife and/or wildlife habitat benefits; then WDFW shall provide BPA with written notice and relinquish its interest in and convey this real property to BPA, and this covenant will become void and be removed as an encumbrance upon this real property, or portion thereof.

ACKNOWLEDGED:

Director, Washington Department of Fish and Wildlife

Date: _____

**COLUMBIA RIVER WILDLIFE MITIGATION
HABITAT UNIT CREDIT SUMMARY**

<u>Project</u>	<u>Attach</u>	<u>Ownership</u>	<u>Acres</u>	<u>Baseline HUs⁽¹⁾</u>	<u>Estimated Enhancement HUs⁽²⁾</u>	<u>Total Projected HUs⁽³⁾</u>	<u>BPA Credited HUs⁽⁴⁾</u>
Scotch Creek (Acquisition)	C	WDFW	13,591	3,019	4,678	7,697	4,678
	B	BPA	500	250	100		
Swanson Lakes (Acquisition)	C	WDFW	4,905	1,751	2,825	4,576	2,825
	A	BPA	13,253	10,540	2,621		
Douglas County Pygmy Rabbit	C	WDFW	240	112	162	274	162
Pygmy Rabbit CRMP	C	WDFW	3,500	3,500	1,400	4,900	1,400
Dormaier Property (Acquisition)	A	BPA	320	448	32	480	480
Sunnyside	C	WDFW	9,470	1,894	2,980	4,874	2,980
Wenas	C	WDFW	64,435	6,444	12,887	19,331	12,887
Sage Grouse (Acquisition)	B	BPA	1,670	250	251	501	501
Desert Wildlife WA	C	WDFW	620	96	372	468	372
Gloyd Scaeps	C	WDFW	360	108	216	324	216
Columbia Basin (Acquisition)	B	BPA	160	32	32	64	64
Vancouver Lowlands (Acquisition)	C	WDFW	1,818	727	1,335	2,062	1,335
	B	BPA	1,252	376	2,716		
Program Totals		WDFW	98,939	17,651	26,855	44,506	26,855
		BPA	17,182	11,896	5,752	17,648	17,648
GRAND TOTAL			116,094	29,547	32,607	62,154	44,503

- 1.) **Baseline Habitat Units (HUs) represent the current habitat quality (actual/estimated). Habitat Units are derived by multiplying the Habitat Suitability Index (HSI) by number of acres for each cover type.**
- 2.) **Estimated Enhancement HUs are the number of HUs gained by enhancement/protection measures. These Habitat Units are in addition to Baseline HUs.**
- 3.) **Total projected HUs are the combined total of baseline and estimated enhancement HUs and reflect the total number of HUs (Habitat Quality) upon completion of proposed enhancement/protection measures.**
- 4.) **Bonneville Power Administration (BPA) Credited HUs are the number of Habitat Units credited to BPA for each project. On lands owned by WDFW, BPA receives credit only for enhancement/protection measures (estimated enhancement HUs) while on lands acquired by BPA Bonneville is credited with both Baseline and Estimated Enhancement HUs.**

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