



Department of Energy

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

PUBLIC AFFAIRS

July 2, 2009

In reply refer to: DK-7

Mr. Dan Seligman
Attorney at Law (and publisher of BPA Watch)
PO Box 99249
Seattle, WA 98139

RE: FOIA #09-041

Dear Mr. Seligman:

This is your final response to your request for information you made under the Freedom of Information Act (FOIA), 5 U.S.C. 5 552 to the Bonneville Power Administration (BPA).

You requested the following:

Documents relating to BPA's contract(s) with Washington 2 Advocates October 20, 2008.

For purposes of this FOIA, the term "BPA" includes all employees, contractors and agents. The term "Washington2 Advocates" includes all employees, contractors and agents.

1. Copies of all contracts and/or contract amendments between BPA and Washington2 Advocates;

Response: BPA has provided the responsive documents in their entirety.

2. Copies of all invoices submitted by Washington2 Advocates to BPA;

Response: BPA has provided the responsive documents with some information redacted under Exemption 6 of the FOIA.

3. Copies of all communications, whether in written or electronic form, between BPA and Washington2 Advocates. For purposes of this request, "communications" includes all correspondence, emails and their attachments (whether generated by BPA, W2A or others);

Response: BPA has provided the responsive documents in their entirety or with some information redacted under Exemption 6 of the FOIA.

4. Copies of all work product and written advice, including by not limited to statements of work, reports, analyses, newsletters and other documents, whether in written or electronic form, submitted by Washington2 Advocates to BPA; and

Response: BPA has provided the responsive documents in their entirety.

5. The names, dates and titles of all individuals contacted by Washington2 Advocates on behalf of BPA.

Response: BPA has no responsive document for this request.

In Item 2 and 3 we are withholding taxpayer number, bank account and routing numbers from these records because they are protected under Exemption 6 of the FOIA. Exemption 6 of the FOIA protects personnel, medical and similar files when disclosure would cause a clearly unwarranted invasion of personal privacy (5 U.S.C. 552@)(6).

If you are dissatisfied with this determination, you may make an appeal within thirty (30) days of receipt of this letter to the Director, Office of Hearings and Appeals, Department of Energy, 1000 Independent Avenue SW, Washington, DC 20585. Both the envelope and the letter must be clearly marked "Freedom of Information Act Appeal."

I appreciate the opportunity to assist you with this matter. If you have any questions about this letter, please contact Laura M. Atterbury, FOIA/Privacy Act Specialist, at 503-230-7305.

Sincerely,



Christina J. Brannon
Freedom of Information Act/Privacy Act Office

Enclosures: Responsive Documents

BONNEVILLE
POWER ADMINISTRATION

CONTRACT

Mail Invoice To:

See Page 2

Contract : 00040478
Release :
Page : 1

Vendor:
WASHINGTON 2 ADVOCATES LLC
PO BOX 1462
BELLEVUE WA 98009

Please Direct Inquiries to:
RAY L. BYRD
Title: CONTRACT SPECIALIST
Phone: 503-230-7558
Fax :

Attn:

Contract Title: CONSULTANT

Total Value : 590,000.00
Pricing Method: FIRM FIXED PRICE
Performance Period: 12/01/08 - 11/30/09

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

Contractor Signature

Nina Collica, Partner

Printed Name/Title

12/1/2008

Date Signed

Ray L. Byrd
BPA Contracting Officer

Date Signed



COVER SHEET CONTINUATION

Contract# 40478

Washington 2 Advocates LLC

Contracting Officer's Technical Representative – Kim Winn/ 503-230-5273

Contracting Officer– Ray Byrd / 503-230-7558

1. This contract amendment is hereby issued as follows and contains:
 - Signature Page
 - Cover Sheet Continuation
 - Contract terms and conditions
 - Statement of work
2. The period of performance is from 1 December 2008 — 30 November 2009
3. Rate: \$7,500 per month
4. Please mail invoices marked with contract number to:

Bonneville Power Administration
Kim Winn / DK-7
P.O. Box 3621
Portland, OR 97208-3621

E-mail: kswinn@bpa.gov

Phone: (503) 230-5273

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UNIT 1 — SCHEDULE

CONTRACT TYPE (7-1) (SEP 98)(BPI 7.1.9)

This is a Firm Fixed Price type contract.

PERFORMANCE PERIOD AND OPTIONS (7-7) (SEP 98)(BPI 7.2.7.1)

- (a) This is a one year contract with the option to extend for four additional one year periods. Performance period begins December 1, 2008 and ends November 30, 2009.
- (b) BPA may unilaterally extend the term of this contract by written notice to the Contractor. BPA will give the Contractor preliminary notice of its intent to extend at least 30 days before the contract expires.

SCHEDULE OF PRICES (22-51) (MAY 08)

The contractor shall provide consulting and reporting services in accordance with the attached statement of work to include weekly work assignments as made by the VP for National Relations or an authorized representative for \$7,500 per month and not to exceed \$90,000 per year.

CONTINUITY OF SERVICES (23-1) (SEP 98)(BPI 23.1.6)

- (a) The Contractor recognizes that the services under this contract are vital to BPA and must be continued without interruption and that, upon contract expiration, a successor, either BPA or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (OCT 07)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:
- Bonneville Power Administration
PO Box 491
ATTN: NSTS - MODW Vendor Maint.
Vancouver, WA 98666-0491
- E-mail Address: VendorMaintenance@BPA.gov
Phone: (360) 418-2800
Fax: (360) 418-8904
- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

BASIS OF PAYMENT -- PROGRESS PAYMENTS (22-3)
(SEP 98)(BPI 22.1.3)

- (a) Progress payments. BPA shall make progress payments as the work proceeds based on the stage or percentage of work accomplished. The Contractor shall furnish a breakdown of the work as a percentage of the total contract price, in such detail as required by the CO.
- (b) Title to all material and work covered by progress payments shall pass to BPA at the time of payment. This shall not be construed as--
 - (1) Relieving the Contractor from the sole responsibility for all work upon which payments have been made or the restoration of any damaged work; or
 - (2) Waiving the right of BPA to require the fulfillment of all of the terms of the contract.
- (c) Partial Payments. Unless otherwise specified, payment shall be made after acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.
- (d) Final Payment. BPA shall pay the amount due the Contractor under this contract after completion and acceptance of all work and after presentation of a release of all claims against BPA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of any assignee if the Contractor's claim to amounts payable under this contract has been assigned.

PAYMENT (22-12)
(NOV 08)(BPI 22.2.5)

- (a) Payment Due Date. Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (b) Billing Instructions.
 - (1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information required to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.
 - (2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO.
- (c) Payment Method. Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.
- (d) Prompt Payment Act. This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.

- (e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

FEDERAL, STATE, AND LOCAL TAXES (22-15)
(SEP 98)(BPI 22.5.3.4)

- (a) The contract price shall include all applicable Federal, State, and local taxes and duties.
- (b) The contract price shall be increased by the amount of any after-imposed Federal excise tax or duty, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price.
- (c) The contract price shall be decreased by the amount of any after-relieved Federal excise tax or duty.
- (d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the CO.
- (e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (f) Notwithstanding any of the above provisions for adjustment of the contract price in the event of a change in a Federal excise tax or duty after the contract date, no increase in the contract price shall be made for any duty imposed under the Tariff Act of 1930, as amended, (19 U.S.C. 1303) or the Anti-dumping Act of 1921, as amended (19 U.S.C. 160-171).

GENERAL CONTRACT ADMINISTRATION

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(SEP 98)(BPI 14.3.2)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

STOP WORK ORDER (14-14)
(SEP 98)(BPI 14.12.1)

- (a) The Contracting Officer may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of BPA.
- (b) The contractor shall immediately comply with the Contracting Officer's order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order.

- (c) If a stop work order is issued for the convenience of BPA, the Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, if the order results in a change in the time required for, or the costs properly allocable to, the performance of any part of this contract.
- (d) A claim under this clause shall not be allowed (1) for any cost incurred more than 20 days before the Contractor notified the Contracting Officer of the basis of the claim in writing, and (2) unless the claim stating the amount of time or money requested, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

**CHANGES - FIXED-PRICE (14-8M)
(NOV 08)(BPI 14.10.5.1.1)**

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
 - (1) Place of delivery or performance.
 - (2) Description of services to be performed.
 - (3) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (4) BPA-furnished property.
 - (5) Place of inspection or acceptance.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
- (d) Failure to agree to any adjustment shall be a dispute under a disputes clause if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Constructive Changes. If the Contractor considers that a BPA action or inaction constitutes a change to the contract (constructive change), and the change is not identified as such in writing and signed by the CO, the Contractor shall promptly notify the CO in writing. No equitable adjustment will be made for costs incurred more than 20 days before the Contractor gives written notice of the constructive change.
- (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

BANKRUPTCY (14-18)
(OCT 05)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identify of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

ORGANIZATIONAL CONFLICTS OF INTEREST (3-2)
(SEP 98)(BPI 3.4.6)

- (a) The offeror or contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in BPI 3.4.1, and that the offeror or contractor has disclosed all relevant information to the Contracting Officer.
- (b) The offeror or contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.
- (c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, BPA may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts for work to be performed in aid of the services provided by the prime contractor, and the terms "contract," "contractor," "Contracting Officer" modified appropriately.

CERTIFICATION, DISCLOSURE, AND LIMITATION REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (3-3)
(SEP 98)(BPI 3.5.6)

- (a) As used in this clause:

"Covered Federal action" means

- (1) The awarding of any Federal contract.
- (2) The extension, continuation, renewal, amendment, or modification of any Federal contract.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and includes Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, includes a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract or the extension, continuation, renewal, amendment, or modification of any Federal contract.
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer.
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and that all sub-recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, U.S. Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

- (d) A contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under this clause if paid for with appropriated funds.
- (e) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (f) The contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (g) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosure forms to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.
- (h) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)
(NOV 08)(BPI 3.7.1)**

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
 - (1) Harassment-free workplace;
 - (2) Non-smoking workplace;
 - (3) Firearms and other weapons (BPAM 1086);
 - (4) Safety and health clauses in this contract;
 - (5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites;
 - (6) Standards of conduct regarding transmission information (BPI 3.2);
 - (7) Dissemination of Critical and Sensitive Information, Including Information Pertaining to Critical Infrastructure (BPAM 1081); and

- (8) Identity verification and background screening for all contractors, and pre-approval for non-US Citizen access to BPA facilities, as prescribed by the BPA Security office procedures.
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 05) (BPI 3.8.1)

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

INSURANCE

INSURANCE (16-2M)
(NOV 08)(BPI 16.3.3)

- (a) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) **General liability.** The contractor shall provide general liability insurance of at least \$1,000,000 per occurrence. Any policy aggregate limits which apply, shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents, as insureds with respect to the contractor's performance of services. The contractor's policy shall be primary to any insurance or self-insurance programs of BPA.
 - (3) **Automobile liability.** The contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1,000,000 per accident and include coverage for all owned, non-owned and hired automobiles.
 - (4) **Professional liability.** The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- (b) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (c) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company stating the insurance required has been obtained and is in force. The certificate(s) shall identify the contractor and the contract(s) for which coverage is provided, and shall contain a statement that the insurer will give notice of cancellation or any material change to the CO at least 30 days before the effective date. In addition, the contractor shall provide certificates as the policies are renewed throughout the period of the contract. If the contractor's insurance does not cover the subcontractors involved in the work, the contractor shall provide certificates stating that the required insurance has been obtained by the subcontractors.

TERMINATION

TERMINATION FOR CONVENIENCE BY EITHER PARTY (20-1) (SEP 98)(BPI 20.3.1)

Either party may terminate all or any part of this contract at any time upon 30 days written notice to the other party. Termination costs will be negotiated between the parties. Notwithstanding the Disputes clause of this contract, if the parties are unable to agree upon the termination costs, the parties may utilize the services of the American Arbitration Association to assist in resolving the issue.

DISPUTES

APPLICABLE LAW (21-5) (SEP 98)(BPI 21.3.12)

Irrespective of the place of performance, this contract will be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Federal Government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Oregon shall apply.

DISPUTES (21-2) (SEP 98)(BPI 21.3.12)

Disputes arising under or related to this contract will be settled in accordance with Bonneville Purchasing Instructions, Subpart 21.3. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any pending decision of the Contracting Officer regarding matters in dispute.

UNIT 3 — STATEMENT OF WORK

STATEMENT OF WORK

Washington2Advocates

PART A GENERAL

A.1 Goal of this Contract

To provide Bonneville Power Administration (BPA) strategic counsel; including advice, opinions, and written reports, on National and Northwest energy issues.

A.2 Background

Bonneville Power Administration and the NW are impacted by national decisions on energy policy and require strategic counsel on pending issues that will effect its operations and rate-payers. The BPA National Relations Office will provide direction on the type of activities authorized.

A.3 Contractor Furnished Property or Services

The contractor will provide all equipment needed for the accomplishment of this contract. No government equipment or supplies will be authorized.

PART B TECHNICAL APPROACH/TASKS

B.1 General Requirements

Consultant will acquire information for Bonneville through regular contacts with Administration Officials, Members of Congress, congressional staff and others who have knowledge and interest in the national and regional energy issues and the electric utility industry.

Consultant will perform no inherently governmental functions and will inform others of Consultant's relationship and limited role with BPA. Washington 2 Advocates will abide by any Federal or Department of Energy (DOE) lobbying restrictions. It is the responsibility of Washington 2 Advocates to be aware of all Federal and DOE lobbying restrictions to include any changes implemented during the performance of this contract.

B.2 Specific Requirements

Deliverables:

Consultant will provide weekly briefings to VP for National Relations and receive instructions for work in the following week at briefings.

Consultant will provide a monthly written report to the VP of BPA's National Relations Office. The report will outline activities performed in accordance with this contract and as directed by the VP of BPA's National Relations office or authorized representative.

B.3 Contract Period/Funding

This contract will come the period from December 1, 2008 to November 30, 2009, with the option of annual renewal for four additional years.

Funding will be fixed at \$7,500 per month for a total of \$90,000 per year. Increases or Decreases for option years must be negotiated and agreed bi-laterally 30 days prior to contract expiration.

STATEMENT OF WORK
Washington2Advocates

PART A GENERAL

A.1 Goal of this Contract

To provide Bonneville Power Administration (BPA) strategic counsel; including advice, opinions, and written reports, on national and northwest energy issues.

A.2 Background

Bonneville Power Administration and the NW are impacted by national decisions on energy policy and require strategic counsel on pending issues that will effect its operations and rate-payers.

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The contractor will provide all equipment needed for the accomplishment of this contract.

PART B TECHNICAL APPROACH/TASKS

B.1 General Requirements

Consultant will acquire information for Bonneville through regular contacts with Administration Officials, Members of Congress, congressional staff and others who have knowledge and interest in the national and regional energy issues and the eclectic utility industry.

Consultant will perform no inherently governmental functions and will inform others of Consultant's relationship and limited role with BPA.

Consultant will abide by any Federal or Department of Energy lobbying restrictions.

B.2 Specific Requirements

Deliverables:

Consultant will provide weekly briefings to VP for National Relations and receive instructions for work in the following week at briefings.

Consultant will provide a monthly written report to the VP of BPA's National Relations Office. The report will outline activities performed in accordance with this contract.

B.3 Contract Period/Funding

This contract will come the period from October 1, 2008 to September 30, 2011, with an option to renew for an additional year.

Funding will be at \$90,000 per annum for the first year

Sole Source Justification

Anthony Williams has acquired unique skills and experience relating to the Bonneville Power Administration (BPA) through his years of serving as a consultant in the National Relations Office. Mr. Williams brings an in-depth understanding of regional and national politics as they relate to BPA. As a result of his work for BPA Mr. Williams has developed long-standing relationships in the political community that provides insight into decision-making processes that impact BPA's operations and rate-payers.

FOIA #09-041

Item (2)



PO Box 1462
Bellevue, WA 98009

Invoice

Date	Invoice #
11/1/2008	2986

Bill To
Bonneville Power Administration Attn: Paula Jones KD-7 PO Box 3621 Portland, OR 97208-3621

Financial Information
Taxpayer No. routing no. <i>EX 6</i> Account No.:

Terms
Due on receipt

Description	By	Amount
October 2008 Services	TW	7,500.00
<p><i>Payment authorization # 00152647</i></p>		
If you have any questions about this invoice please contact Nina Collier, (425) 467-6900.		Total 7,500.00

Invoice



PO Box 1462
Bellevue, WA 98009

DATE	INVOICE #
12/1/2008	3006

BILL TO
Bonneville Power Administration Attn: Paula Jones KD-7 PO Box 3621 Portland, OR 97208-3621

Financial Information
Taxpayer No. : routing no. <i>EX 6</i> Account No.:

TERMS
DUE ON RECEIPT

DESCRIPTION	BY	AMOUNT
November 2008 Services	TW	7,500.00
If you have any questions about this invoice please contact Nina Collier: phone (425) 467-6900 email nina.collier@washington2advocates.com		TOTAL \$7,500.00

payment authorization #00155074

Invoice



PO Box 1462
Bellevue, WA 98009

DATE	INVOICE #
1/1/2009	3026

BILL TO
Bonneville Power Administration Attn: Kim Winn DK-7 PO Box 3621 Portland, OR 97208-3621 <i>Contract # 40478</i>

Financial Information
Taxpayer No. Routing no. <i>EX 6</i> Account No..

TERMS
DUE ON RECEIPT

DESCRIPTION	BY	AMOUNT
December 2008 Services	TW	7,500.00
<i>Payment authorization # 00156446</i>		
If you have any questions about this invoice please contact Nina Collier: phone (425) 467-6900 email nina.collier@washington2advocates.com		TOTAL \$7,500.00

Invoice



PO Box 1462
Bellevue, WA 98009

DATE	INVOICE #
2/1/2009	3039

BILL TO
Bonneville Power Administration Attn: Kim Winn DK - 7 PO Box 3621 Portland, OR 97208-3621

Financial Information
Taxpayer No. Routing no. <i>EY 6</i> Account No. <i>Continental Dec 10/11</i>

DESCRIPTION	BY	TERMS
		DUE ON RECEIPT
		AMOUNT
January 2009 Services	TW	7,500.00
If you have any questions about this invoice please contact Nina Collier: phone (425) 467-6900 email nina.collier@washington2advocates.com		TOTAL \$7,500.00



PO Box 1462
Bellevue, WA 98009

Invoice

3/1/2009	3055
----------	------

Bonneville Power Administration
 Attn: Paula Jones
 KD-7
 PO Box 3621
 Portland, OR 97208-3621

Financial Information
 Taxpayer No.
 Routing No. EX 6
 Account No.
Contract # 40478

DUE ON RECEIPT

February 2009 Services	TW	7,500.00
<p><i>payment administration # 00162562</i></p>		
<p>If you have any questions about this invoice please contact Nina Collier: phone (425) 487-6900 email nina.collier@washington2advocates.com</p>		<p>TOTAL \$7,500.00</p>

Invoice



PO Box 1462
Bellevue, WA 98009

DATE	INVOICE #
4/1/2009	3072

BILL TO
Bonneville Power Administration Attn: Paula Jones KD-7 PO Box 3621 Portland, OR 97208-3621 <i>DK-7 ext 5273</i>

Financial Information
Taxpayer No. routing ... EX 6 Account No. <i>Contract # 46478</i>

DESCRIPTION	BY	TERMS
		DUE ON RECEIPT
DESCRIPTION	BY	AMOUNT
March 2009 Services	TW	7,500.00
If you have any questions about this invoice please contact Nina Collier: phone (425) 467-6900 email nina.collier@washington2advocates.com		TOTAL \$7,500.00

payment authorization # call 2566

Invoice



PO Box 1462
Bellevue, WA 98009

DATE	INVOICE #
5/1/2009	3092

BILL TO
Bonneville Power Administration Attn: Kim Winn DK-7 PO Box 3621 Portland, OR 97208-3621

Financial Information
Taxpayer No. Routing no. <i>EX 6</i> Account No.:

Contract # 40478

DESCRIPTION	BY	TERMS
		DUE ON RECEIPT
		AMOUNT
April 2009 Services	TW	7,500.00
<p><i>payment authorization # 00163941</i></p>		
If you have any questions about this invoice please contact Nina Collier: phone (425) 467-6900 email nina.collier@washington2advocates.com		TOTAL \$7,500.00

Invoice



PO Box 1462
Bellevue, WA 98009

DATE	INVOICE #
6/1/2009	3109

BILL TO
Bonneville Power Administration Attn: Kim Winn DK-7 PO Box 3621 Portland, OR 97208-3621

Financial Information
Taxpayer No Reading No. <i>EX 6</i> Account No.:

Contract 40478

DESCRIPTION	BY	TERMS
		DUE ON RECEIPT
DESCRIPTION	BY	AMOUNT
May 2009 Services	TW	7,500.00
<p><i>payment authorization #00165947</i></p>		
If you have any questions about this invoice please contact Nina Collier: phone (425) 467-6900 email nina.collier@washington2advocates.com		TOTAL \$7,500.00

FOIA #09-041

Item (3)

Winn, Kim S - DK-7

From: Jones, Sheron M - DKN-WASH
Sent: Wednesday, October 29, 2008 8:51 AM
To: Winn, Kim S - DK-7
Subject: Washington2 Advocates

Attachments: Washington2 Advocates Statment of Work.doc

Kim - Here is the statement of work for Washington2 Advocates contract. The statement of work dates back to 2001 I retyped the document, the copy we have on file is old and crinkly. Please let me know if you need anything else.



Washington2
advocates Statment.

Thanks

*Sheron M. Jones
Bonneville Power Administration
Office of National Relations
(202) 586-6532 phone
(202) 586-6762 fax*

Tracking:

Recipient
Winn, Kim S - DK-7

Read
Read: 10/29/2008 8:55 AM

STATEMENT OF WORK

Consultant will report to the Bonneville Power Administration's (Bonneville) for National Relations.

Consultant will provide strategic counsel (including advice, opinions, and written reports) to Bonneville on national and northwest energy issues. These services are essential for the successful execution of Bonneville's mission and duties by Bonneville's Washington, D.C. office.

Consultant will acquire information for Bonneville through regular contacts with Administration Officials, Members of Congress, congressional staff and others who have knowledge and interest in the national and regional energy issues and the eclectic utility industry. Consultant will provide weekly briefings to VP for National Relations and receive instructions for work in the following week at briefings.

Consultant will perform no inherently governmental functions and will inform others when Consultant's relationship and limited role with Bonneville may be misunderstood.

Consultant will abide by any Federal or Department of Energy lobbying restrictions.

Winn, Kim S - DK-7

From: Jones, Sheron M - DKN-WASH
Sent: Wednesday, October 29, 2008 2:49 PM
To: Baskerville, Sonya L - DKN-WASH
Subject: FW: Washington2 Advocates

Attachments: Washington2 Advocates Statment of Work.doc; OldSoleSource.pdf; Washington2 Advocates Statment of Work.doc

FYI, this is due today, please reply back to Kim by close of business today or sooner.

Thanks

*Sheron M. Jones
Bonneville Power Administration
Office of National Relations
(202) 586-6532 phone
(202) 586-6762 fax*

From: Winn, Kim S - DK-7
Sent: Wednesday, October 29, 2008 1:04 PM
To: Baskerville, Sonya L - DKN-WASH; Jones, Sheron M - DKN-WASH; Byrd, Ray L - NSSP-4
Subject: FW: Washington2 Advocates

Sonya, The Contracting Office has asked that the SOW and contract for Washington2Advocates be re-issued, not only due to its age, but format and language. I have refreshed the format and language – leaving (I hope) the content and intent in tact. Please review the attached revised SOW and Sole Source Justification for the re-issue of the contract. Mr. Byrd can answer any CO questions you may have.

As we are into the new year already it really needs to be entered today. Thanks!



Washington2
dvocates Statment.



OldSoleSource.pdf
(19 KB)

From: Jones, Sheron M - DKN-WASH
Sent: Wednesday, October 29, 2008 8:51 AM
To: Winn, Kim S - DK-7
Subject: Washington2 Advocates

Kim - Here is the statement of work for Washington2 Advocates contract. The statement of work dates back to 2001 I retyped the document, the copy we have on file is old and crinkly. Please let me know if you need anything else.



Washington2
dvocates Statment.

Thanks

STATEMENT OF WORK

Washington2Advocates

PART A GENERAL

A.1 Goal of this Contract

To provide Bonneville Power Administration (BPA) strategic counsel; including advice, opinions, and written reports, on national and northwest energy issues.

A.2 Background

Bonneville Power Administration and the NW are impacted by national decisions on energy policy and require strategic counsel on pending issues that will effect its operations and rate-payers.

A.3 Government Furnished Property or Services

The BPA National Relations Office will provide direction on the type of activities authorized.

A.4 Contractor Furnished Property or Services

The contractor will provide all equipment needed for the accomplishment of this contract.

PART B TECHNICAL APPROACH/TASKS

B.1 General Requirements

Consultant will acquire information for Bonneville through regular contacts with Administration Officials, Members of Congress, congressional staff and others who have knowledge and interest in the national and regional energy issues and the eclectic utility industry.

Consultant will perform no inherently governmental functions and will inform others of Consultant's relationship and limited role with BPA.

Consultant will abide by any Federal or Department of Energy lobbying restrictions.

B.2 Specific Requirements

Deliverables:

Sole Source Justification
Consulting Services – DC Office
Contract #00004992

Anthony Willams has acquired unique skills and experiences relating to the Bonneville Power Administration (BPA) while serving as consultant in the DC Office. He has an in-depth understanding of regional and national politics as they bear upon BPA as well as long standing relationships in the Congress and the Executive Branch that provides insights into decision-making processes that effect BPA.

STATEMENT OF WORK

Consultant will report to the Bonneville Power Administration's (Bonneville) for National Relations.

Consultant will provide strategic counsel (including advice, opinions, and written reports) to Bonneville on national and northwest energy issues. These services are essential for the successful execution of Bonneville's mission and duties by Bonneville's Washington, D.C. office.

Consultant will acquire information for Bonneville through regular contacts with Administration Officials, Members of Congress, congressional staff and others who have knowledge and interest in the national and regional energy issues and the eclectic utility industry. Consultant will provide weekly briefings to VP for National Relations and receive instructions for work in the following week at briefings.

Consultant will perform no inherently governmental functions and will inform others when Consultant's relationship and limited role with Bonneville may be misunderstood.

Consultant will abide by any Federal or Department of Energy lobbying restrictions.

From: Winn, Kim S - DK-7
Sent: Tuesday, November 04, 2008 1:49 PM
To: 'Nina Collier'
Subject: RE: Washington2Advocates payments

Our records do not include these invoices. Please submit the work report for March 2008 and July 2008 and I will process them both for payment.

From: Nina Collier [mailto:nina.collier@washington2advocates.com]
Sent: Tuesday, November 04, 2008 11:46 AM
To: Winn, Kim S - DK-7
Subject: RE: Washington2Advocates payments

I think ones that I have attached are the ones you are missing?

I am trying to reconcile everything and would appreciate it if you could send me information for payments made to us in 2007. I appears that payment for a month must be missing from 2007 also but I can't tell which one it may be unless I have the information from your end. When we receive our payments from you there is no indication what invoice is being paid. Sometimes I receive an email notification telling me but it is very rare I receive anything.

From: Winn, Kim S - DK-7 [mailto:kswinn@bpa.gov]
Sent: Tuesday, November 04, 2008 8:57 AM
To: Nina Collier
Cc: Kroshus, Gloria M - FBBS-2
Subject: FW: Washington2Advocates payments

The two payments that were processed last week don't show here. I don't have invoices for March or July in the file.

Gloria, I'm assuming that the file you gave me is complete?

From: Rowe, Pilar R - FTD-2
Sent: Tuesday, November 04, 2008 8:24 AM
To: Winn, Kim S - DK-7
Subject: RE: Can you verify payment please

Here are the payments we have made this calendar year.

AP Bus Unit	Voucher ID	Name	Invoice ID	PO/Cont ID	Pymnt Amt	Method	Pay
CORPT	2357220P	WASHINGTON 2 ADVOCATES LLC		2949	004992 7500.000		EFT
Paid	10/6/2008						

CORPT 8040220P	WASHINGTON 2 ADVOCATES LLC	2905	004992	7500.000	EFT
Paid 8/4/2008					
CORPT 9558120P	WASHINGTON 2 ADVOCATES LLC	2887	004992	7500.000	EFT
Paid 7/16/2008					
CORPT 5616120P	WASHINGTON 2 ADVOCATES LLC	2863	004992	7500.000	EFT
Paid 6/5/2008					
CORPT 7398020P	WASHINGTON 2 ADVOCATES LLC	2812	004992	7500.000	EFT
Paid 3/31/2008					
CORPT 8398020P	WASHINGTON 2 ADVOCATES LLC	2787	004992	7500.000	EFT
Paid 3/20/2008					
CORPT 9685020P	WASHINGTON 2 ADVOCATES LLC	2753	004992	7500.000	EFT
Paid 2/19/2008					
CORPT 2315020P	WASHINGTON 2 ADVOCATES LLC	2723	004992	7500.000	EFT
Paid 1/31/2008					

From: Winn, Kim S - DK-7

Sent: Tuesday, November 04, 2008 8:13 AM

To: Rowe, Pilar R - FTD-2

Subject: Can you verify payment please

The vendor on a contract I just took over as COTR on is saying that payment has not been received for a few months. Can you please review the payments we've made?

Thank you.

Winn, Kim S - DK-7

From: Jones, Sheron M - DKN-WASH
Sent: Wednesday, February 04, 2009 10:37 AM
To: Baskerville, Sonya L - DKN-WASH
Subject: Interesting Information

Stories from today's National Journal.

WASHINGTON AND D.C. Christy Gullion, a former aide for Sen. **Patty Murray**, D-Wash., and Rep. **Brian Baird**, D-Wash., has been tapped as the director of federal relations for the University of Washington. Gullion, who most recently served as director of federal relations for Washington2Advocates, says the university is focused on issues such as what funding the economic stimulus package could offer public universities. Gullion, who grew up in the Seattle area, says the bad economy also marks a time when enrollment is at a high level as people look to go back to school rather than looking for jobs in a tough job world.

NEW VOICE. Anne Womack Kolton, former director of public affairs at the Energy Department, has joined APCO Worldwide as a vice president. Kolton is a former aide for Vice President Dick Cheney and former SEC Chairman William Donaldson.

Thank you

*Sheron M. Jones
Bonneville Power Administration
Office of National Relations
(202) 586-6532 phone
(202) 586-6762 fax*

Tracking:

Recipient
Baskerville, Sonya L - DKN-WASH

Read
Read: 2/4/2009 10:37 AM

Winn, Kim S - DK-7

From: Jones, Sheron M - DKN-WASH
Sent: Thursday, February 05, 2009 10:38 AM
To: Baskerville, Sonya L - DKN-WASH
Subject: FW: Washington2Advocates Invoice

Attachments: Invoice.pdf

Is this okay for payment?

Thank you

*Sheron M. Jones
Bonneville Power Administration
Office of National Relations
(202) 586-6532 phone
(202) 586-6762 fax*

From: Winn, Kim S - DK-7
Sent: Thursday, February 05, 2009 1:34 PM
To: Jones, Sheron M - DKN-WASH
Subject: Washington2Advocates Invoice

Please review and approve for payment. Thanks! Keep warm!



Invoice.pdf (162 KB)

Tracking:

Recipient

Baskerville, Sonya L - DKN-WASH

Read

Read: 2/5/2009 10:38 AM



PO Box 1462
Bellevue, WA 98009

Invoice

2/1/2009	3039

Bonneville Power Administration
Attn: Kim Winn
DK - 7
PO Box 3621
Portland, OR 97208-3621

Financial Information
Taxpayer No.
Account No.: <i>EX 6</i>

		DUE ON RECEIPT
January 2009 Services	TW	7,500.00
If you have any questions about this invoice please contact Nina Collier: phone (425) 467-6900 email nina.collier@washington2advocates.com		TOTAL \$7,500.00

Winn, Kim S - DK-7

From: Stauffer, Nicki - A-7 on behalf of Wright, Stephen J - A-7
Sent: Friday, June 19, 2009 8:58 AM
To: Winn, Kim S - DK-7
Subject: FW: Congress Daily on energy legislation

From: Tony Williams [mailto:tony.williams@washington2advocates.com]
Sent: Wednesday, February 25, 2009 8:27 PM
To: Wright, Stephen J - A-7; Baskerville, Sonya L - DKN-WASH
Subject: Congress Daily on energy legislation

Interesting piece in tomorrow's Congress Daily AM.

TW

ENERGY: DEMOCRATIC LEADERS MIGHT BE DRIFTING ON BROAD STRATEGY
By Darren Goode with Dan Friedman contributing

While the contours of energy legislation Senate Energy and Natural Resources Chairman Jeff Bingaman wants to pass are becoming clearer, Democratic leaders might be drifting apart on a strategy for incorporating broader energy and climate change goals pushed by President Obama.

Bingaman's emerging plan includes an oft-mentioned mandate for power companies to produce renewable electricity, as well as contentious goals for increasing U.S. natural gas production and reining in incentives for oil and gas production, according to committee sources in both parties.

One section of Bingaman's draft focuses on "clean energy deployment" and includes not just a renewable electricity mandate but also the siting of a national renewable electric transmission grid; a so-called Smart Grid; production on public lands; and overcoming potential barriers for commercially capturing and storing carbon emissions from coal power plants and other fossil fuel emitters.

That initial carbon sequestration language is intended to set up a more extensive take on the subject as part of subsequent climate change legislation, which not all congressional Democratic leaders agree on how to move.

In his address to the joint session Tuesday, Obama called on Congress to give him a plan setting up a market-based limit on carbon emissions. Senate Majority Leader Reid has set a goal of having the full Senate take up such a bill before Congress goes home for the summer in August.

Bingaman, on the other hand, sees a climate change bill "as a second-year activity" this Congress, his spokesman said. Reid is not a stranger, though, to laying out timelines for completing bills that do not come to fruition, much like his consistent threats to hold votes on weekends.

But Senate Environment and Public Works Chairwoman Barbara Boxer agrees it is important for Congress to act on a climate change strategy before the United States participates in international talks in Copenhagen this December.

6/19/2009

Boxer also said she likes the idea of having energy legislation go first because it will take care of some low-hanging fruit like energy efficiency "that will help us get more support" for a bigger climate change strategy.

Boxer said there is no timeline for introducing and getting a bill through her committee but said she sees no problem in finding time this year to deal with climate change and other Obama priorities such as energy and health care. "Barack Obama and I agree we don't just do one thing in the government. We do many things," she said.

In the end, lawmakers might combine all energy and climate change items into one package during House-Senate conference talks, regardless of what the strategies are for moving individual House and Senate bills.

"That's ultimately, I think, what's going to happen," said Dan Weiss, director of climate strategy for the Center for American Progress. This coincides with House Energy and Commerce Chairman Henry Waxman's plan to move one large energy and climate change bill through his panel by Memorial Day.

House Ways and Means Chairman Charles Rangel Wednesday said he plans to mark up his committee's portion or version of climate change legislation by Memorial Day.

But prior to a conference it might be easier to move smaller bills through the more politically treacherous Senate, Weiss said. "Nobody knows anything. Nobody knows how this is going to get done," he said.

Boxer said merging energy and climate change legislation in conference is one of several options. What is clear is that the first step for climate change policy, she said, will be in the Budget committees since Obama will assume billions of dollars in revenue in the administration's FY10 budget request today from requiring companies to buy greenhouse gas emission credits. "That sets the stage for our work," Boxer said.

Reid, meanwhile, is trying to help abet Obama's goal of getting a quick, early win on energy and climate change in his administration and reiterated Wednesday that he is still pushing for Congress to first take up a renewable electricity mandate before tackling other energy items. Bingaman, though, is aiming to include that mandate in a broader bill and Wednesday said he has told Reid he wants to move legislation in "the next four to five weeks."

Bingaman's spokesman confirmed he will introduce and hopes to mark up energy legislation by the spring recess.

An outline of the broader bill Bingaman is drafting also includes language to "reform" federal oil and gas programs, which likely entails lifting the ability of oil and gas companies to pay the government royalties in oil and gas instead of cash for producing on federal lands and waters, committee sources said.

It is also likely to scale back or eliminate the ability of companies to receive relief from paying federal royalties for deepwater production, despite a federal appeals court decision last month keeping the government from collecting billions in royalties for deepwater oil and gas production by Anadarko Petroleum.

A Bingaman draft also includes building and appliance efficiency standards; requires better information and federal coordination to make energy markets more transparent; sets up reserves around the country for gasoline, diesel and other refined fuel in order for it to be tapped during

emergencies; and improves the efficiency of water use in electricity generation, among other items, committee sources said.

Bingaman has been working on this outline since last August, while Energy and Natural Resources ranking member Lisa Murkowski -- who took over the top GOP seat on the panel this Congress -- has a far more tentative set of items she might want included. Those include drilling in the Arctic National Wildlife Refuge and promoting nuclear energy and clean coal production. Bingaman and Murkowski will try to introduce and mark up a bill full of items they agree on, while saving more contentious items -- like the renewable electricity mandate and ANWR drilling -- for floor amendments or on their own.

Energy Secretary Chu next Thursday is expected to attend a committee hearing on another of the draft's sections regarding research and development, where he also will likely be asked his views on a renewable electricity mandate.

While Murkowski asked for a second hearing on that mandate to hear from Obama administration officials, Bingaman is not planning to hold a follow-up to a Feb. 10 hearing on the subject, his spokesman said.

Winn, Kim S - DK-7

From: Stauffer, Nicki - A-7 on behalf of Wright, Stephen J - A-7
Sent: Friday, June 19, 2009 8:58 AM
To: Winn, Kim S - DK-7
Subject: FW:

From: Tony Williams [mailto:tony.williams@washington2advocates.com]
Sent: Monday, March 02, 2009 5:14 PM
To: Wright, Stephen J - A-7; Baskerville, Sonya L - DKN-WASH
Subject: Fw:

FYI - see below.

-----Original Message-----

From: Tim Thompson <tim@thompsoncg.com>
To: Tim Thompson <tim@thompsoncg.com>
Sent: Mon Mar 02 17:01:03 2009
Subject:

Below is the website to a Smart Grid Conference being headlined by U.S. Senator Maria Cantwell (WA). Keynotes have not been confirmed yet, but there will be key figures in the Federal, State and private Smart Grid arenas. Please forward to your clients and or groups that you think might be interested and keep me posted. Limited speaker roles and sponsorships are available.

www.nationalsmartgridconference.com <<http://www.nationalsmartgridconference.com/>>

Atterbury,Laura M - DK-7

From: Baskerville,Sonya L - DKN-WASH
Sent: Monday, March 02, 2009 5:30 PM
To: 'tony.williams@washington2advocates.com'; Wright,Stephen J - A-7
Subject: Re:

This is the one Steve is supposed to participate in.
Sonya Baskerville
BPA National Relations
202.253.7352 cell

From: Tony Williams
To: Wright,Stephen J - A-7; Baskerville,Sonya L - DKN-WASH
Sent: Mon Mar 02 17:13:47 2009
Subject: Fw:

FYI - see below.

-----Original Message-----

From: Tim Thompson <tim@thompsoncg.com>
To: Tim Thompson <tim@thompsoncg.com>
Sent: Mon Mar 02 17:01:03 2009
Subject:

Below is the website to a Smart Grid Conference being headlined by U.S. Senator Maria Cantwell (WA). Keynotes have not been confirmed yet, but there will be key figures in the Federal, State and private Smart Grid arenas. Please forward to your clients and or groups that you think might be interested and keep me posted. Limited speaker roles and sponsorships are available.

www.nationalsmartgridconference.com <<http://www.nationalsmartgridconference.com/>>

Atterbury,Laura M - DK-7

From: Liz Fortunato [liz.fortunato@washington2advocates.com]
Sent: Monday, April 27, 2009 1:50 PM
To: Baskerville,Sonya L - DKN-WASH
Subject: I'm guessing you've seen this

Sonya -

I understand Terry is heading back next week – following is what she plans to tell folks.

And I'm a total bafoon – I didn't know that Nicole Case is in Portland now with PPC! That's great. You mentioned her name the other week and then I finally caught up on where she was just last Friday.

Also, it's sort-of related only because the dots are easy to connect – the Washington State Legislature failed to pass a bill that recognized hydropower as a renewable this session. Well sort-of – the Governor announced she may call for a special 30-day extended session. The amendment on hydro was included as a means to actually kill changes to I-937, but almost instead it seems to have more folks talking about hydro as a renewable. Not sure what impact this will have on Redden's ruling and the bi-op, but it did energize some folks out here and I think some of the same people are heading to DC in the coming weeks. Rep. Greg Walden's participation in the Waxman/Markey hearing with Secretary Chu also has folks talking.

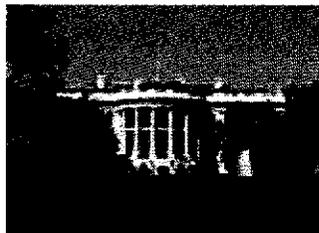
No rest for the weary!

Liz

April 2009, Issue 37

If I Were to Write a Letter to President Obama

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NW RiverPartners Website

If I Were to Write a Letter to President Obama



Our new President has been in office three months, but it could take him the next four years to read the stack of mail he has already received. Other issues aside - health care, the economy, the banking crisis, tax policy and pirates, to name a few - there is a furious campaign going on to get the Administration's ear on the 2008 Biological Opinion for listed salmon and steelhead, as

Email: currentreflections@nriverpartners.org

Phone: (503) 274-7792

Web site: <http://www.nriverpartners.org>

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Atterbury,Laura M - DK-7

From: Liz Fortunato [liz.fortunato@washington2advocates.com]
Sent: Monday, May 04, 2009 4:18 PM
To: Baskerville,Sonya L - DKN-WASH
Subject: RE: meet next week?

Sounds good – we'll see you at your office next week!

From: Baskerville,Sonya L - DKN-WASH [mailto:slbaskerville@bpa.gov]
Sent: Monday, May 04, 2009 3:39 PM
To: Liz Fortunato
Subject: RE: meet next week?

How about 3:00?

From: Liz Fortunato [mailto:liz.fortunato@washington2advocates.com]
Sent: Monday, May 04, 2009 6:28 PM
To: Baskerville,Sonya L - DKN-WASH
Subject: RE: meet next week?

What time works for you on Thursday the 14th? After the lunch hour, we're both wide open.

From: Baskerville,Sonya L - DKN-WASH [mailto:slbaskerville@bpa.gov]
Sent: Monday, May 04, 2009 2:56 PM
To: Liz Fortunato
Subject: RE: meet next week?

I'm pretty free both days. Thursday might be better because I may go visit my sister in Pennsylvania, leaving on the train on Friday afternoon sometime. Haven't decided yet.

From: Liz Fortunato [mailto:liz.fortunato@washington2advocates.com]
Sent: Monday, May 04, 2009 5:48 PM
To: Baskerville,Sonya L - DKN-WASH
Subject: meet next week?

As luck would have it, both Tony and I are in DC next week.

Would you have time next Thursday or Friday for us to swing by the office to say hello and chat about everyone's favorite subject? Thursday afternoon and Friday morning look pretty good for us.

Thanks!

Liz Fortunato
Washington² Advocates

6/24/2009

Winn, Kim S - DK-7

From: Baskerville, Sonya L - DKN-WASH
Sent: Thursday, May 07, 2009 1:51 PM
To: Winn, Kim S - DK-7
Subject: RE: W2A invoice

Looks fine. Thanks.

-----Original Message-----

From: Winn, Kim S - DK-7
Sent: Wednesday, May 06, 2009 4:32 PM
To: Baskerville, Sonya L - DKN-WASH
Cc: Winn, Kim S - DK-7
Subject: W2A invoice

Please review and approve for payment

Atterbury, Laura M - DK-7

From: Baskerville, Sonya L - DKN-WASH
Sent: Tuesday, May 19, 2009 10:17 AM
To: Wright, Stephen J - A-7
Cc: 'Tony Williams'; 'Liz Fortunato'
Subject: Todd U

Didn't realize he was no longer working out of the DC office. Anyway, talked with Jon DeVaney today. They have the letter.

Sonya Baskerville
Manager, National Relations
1000 Independence Ave, SW
812-061
Washington, DC 20546
202-534-5640 O
202-253-7352 C

Atterbury,Laura M - DK-7

From: Wright,Stephen J - A-7
Sent: Friday, May 22, 2009 4:48 PM
To: Tony Williams; Baskerville,Sonya L - DKN-WASH
Subject: RE: Article on next week

There will be an article in the Oregonian this weekend as well.

From: Tony Williams [mailto:tony.williams@washington2advocates.com]
Sent: Friday, May 22, 2009 9:00 AM
To: Wright,Stephen J - A-7; Baskerville,Sonya L - DKN-WASH
Subject: Article on next week

From Joel Connelly's blog on the Seattle P-I

Strange Bedfellows

<http://blog.seattlepi.nwsourc.com/seattlepolitics/archives/169257.asp>
Obama brass angle for answers

Four top Obama administration officials will travel to Portland on Tuesday, to hear fish stories and angle for answers.

The delegation will meet with states and Indian tribes embroiled in the long-running legal battle over how to preserve and restore decimated salmon runs of the Columbia and Snake River system.

Yet, it appears the administration brass are courting controversy by conferring with only some of the players in litigation over whether the federal government has shirked its duty to salmon.

The Portland meeting comes after a May 15th letter in which Oregon Gov. Ted Kulongoski asked the administration for an on-scene meeting to offer ideas on how salmon wars can be resolved "without further intervention by the courts."

Earlier this week, U.S. District Judge James Redden signaled dissatisfaction with a Columbia-Snake salmon recovery plan issued in 2008 by the Bush administration. He criticized federal agencies for "treading water and avoiding their obligations under the Endangered Species Act."

"All of us know that aggressive action is necessary to save this vital resource, and now is the time to make that happen," Redden wrote.

The Obama administration's delegation will be headed by Dr. Jane Lubchenco, Undersecretary of Commerce and boss of the National Oceanic and Atmospheric Administration. It will also include Nancy Sutley, who chairs the White House Council on

Atterbury,Laura M - DK-7

From: Tony Williams [tony.williams@washington2advocates.com]
Sent: Wednesday, May 27, 2009 4:04 PM
To: Baskerville,Sonya L - DKN-WASH
Subject: Connecting

Hey you - i wanted to let you know that i got your vm this morning but decided not to call you back because you were with your family. I had noth earth-shattering for you.

So, i will try you tomorrow when you're back in the office.

I hope PA treated you well!

TW

Winn, Kim S - DK-7

From: Stauffer, Nicki - A-7 on behalf of Wright, Stephen J - A-7
Sent: Friday, June 19, 2009 8:59 AM
To: Winn, Kim S - DK-7
Subject: FW: Idaho Mountain Express story on Crapo

From: Tony Williams [mailto:tony.williams@washington2advocates.com]
Sent: Friday, May 29, 2009 6:12 PM
To: Wright, Stephen J - A-7
Subject: Re: Idaho Mountain Express story on Crapo

Thank you. Got your vm. We will talk Monday.

Busy week ahead.

TW

-----Original Message-----

From: Wright, Stephen J - A-7 <sjwright@bpa.gov>
To: Tony Williams
Sent: Fri May 29 17:23:49 2009
Subject: FW: Idaho Mountain Express story on Crapo

fyi

From: Milstein, Michael C - DKP-7
Sent: Friday, May 29, 2009 4:40 PM
To: Wright, Stephen J - A-7; Baskerville, Sonya L - DKN-WASH; Hunt, Karen A - DKR-7; Taves, John M - DKR-7; Delwiche, Gregory K - KE-4; Brannon, Christy - DK-7; Mahar, Dulcy A - DKP-7; Zimmer, Pat R - DKR-7

Subject: Idaho Mountain Express story on Crapo

Crapo offers support for salmon recovery
Speech presents new interest in plight of struggling species
By :EXPRESS STAFF

During a speech before the Northwest Energy Coalition in Boise Friday afternoon, U.S. Sen. Mike Crapo, R-Idaho, offered to support, lead or help convene a collaborative process designed to ensure salmon recovery and address other regional energy and water needs.

"I support the recovery of the Pacific Northwest's wild anadromous fish to sustainable and fishable levels," he told a crowd of approximately 100 at the Red Lion Hotel.

Crapo called the salmon and steelhead recovery issue "probably the most complex issue we could try ... but we must try it."

"Does that mean dam breaching must be on the table?" he asked. "Yes. But that also means not dam breaching must be on the table."

Idaho Rivers United Executive Director Bill Sedivy said he welcomes the senator's leadership.

"We welcome the senator's offer to lead the effort to bring people together to resolve the issue of protecting and restoring Idaho's precious salmon," Sedivy said. "We also appreciate his willingness to leave all salmon solutions on the table, including the option of removing the lower Snake River dams."

Crapo's announcement came only days after the Obama administration sent a high-level team to the Northwest to examine the issue. It also came roughly two weeks after Federal Judge James Redden issued a strongly-worded letter asking the federal government to do more, including putting lower Snake River dam removal back on the table, in order to recover endangered salmon and steelhead.

6/19/2009

Atterbury,Laura M - DK-7

From: Tony Williams [tony.williams@washington2advocates.com]
Sent: Saturday, May 30, 2009 8:19 AM
To: Baskerville,Sonya L - DKN-WASH
Subject: Re: Quote

Thanks for sending it along!

Also, Will Hollier, Crapo's former COS, sent me an email this morning suggesting we talk on monday.

So, they might be scrambling a bit.

Oh the fun we have!

-----Original Message-----

From: Baskerville,Sonya L - DKN-WASH <slbaskerville@bpa.gov>
To: Tony Williams
Sent: Sat May 30 06:04:27 2009
Subject: Fw: Quote

Hey there. Just want to make sure you've seen this. Your text message was too funny!
Sonya Baskerville
202.253.7352

From: Milstein,Michael C - DKP-7
To: Brannon,Christy - DK-7; Mahar,Dulcy A - DKP-7; Hunt,Karen A - DKR-7; Williams,John J - DKR-BOISE; Baskerville,Sonya L - DKN-WASH
Sent: Fri May 29 18:21:29 2009
Subject: FW: Quote

All,
Just fyi, here's the comment we gave Rocky Barker after I talked with Steve. It's attributed to me, not Steve.

From: Milstein,Michael C - DKP-7
Sent: Friday, May 29, 2009 5:43 PM
To: 'Barker, Rocky - Boise'
Subject: Quote

Hi Rocky,

Just so you have it, and again it's attributed only to me:

We'd note that the results of the existing collaboration have the support of three states, including Idaho, and most of the affected tribes.

Michael Milstein
Public Affairs
Bonneville Power Administration
Desk: (503) 230-4215
Cell: (503) 890-5033
www.bpa.gov <file://www.bpa.gov>

6/24/2009

Winn, Kim S - DK-7

From: Baskerville, Sonya L - DKN-WASH
Sent: Friday, June 05, 2009 10:56 AM
To: Winn, Kim S - DK-7
Subject: RE: May Invoice W2A

Looks fine. Thanks.

Sonya Baskerville
Manager, National Relations
1000 Independence Ave, SW
8G-061
Washington, DC 20585
202-586-5640 O
202-253-7352 C

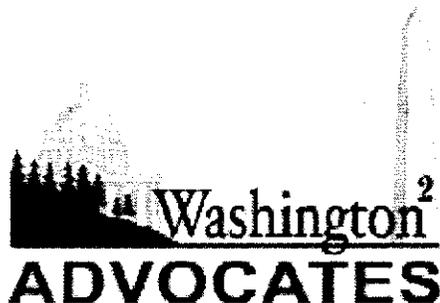
-----Original Message-----

From: Winn, Kim S - DK-7
Sent: Friday, June 05, 2009 1:53 PM
To: Baskerville, Sonya L - DKN-WASH
Cc: Winn, Kim S - DK-7
Subject: May Invoice W2A

Please review and approve for payment

Atterbury, Laura M - DK-7

From: Liz Fortunato [liz.fortunato@washington2advocates.com]
Sent: Monday, June 08, 2009 12:26 PM
To: Liz Fortunato
Subject: W2A Update -- embedded and attached
Attachments: W2A Update 6-8-09.pdf



W2A Update

June 8, 2009

It's been a while since we've delivered an update, and because there is so much to report, be prepared for a long one!

D.C. LEGISLATIVE UPDATE

Congress is now in the two-month race to pass as many pieces of key legislation as possible before heading home for the month-long August recess. This means congressional committees will be extremely busy in June and July moving along the Democratic leadership's – as well as the President's – biggest priorities.

What's the rush? With Democrats in control of the House and Senate, the 2010 elections on the horizon, and a president whose approval ratings are at a level too high to realistically sustain for long, congressional leaders know that this is the time to push through the Democrats' big priorities. These priorities include health care reform, energy reform, the annual spending bills that fund the federal government, and the regulatory overhaul of the financial services industry.

The legislative calendar for the next two months is not entirely set, but we can expect that all of these top priority issues will be center stage in the near future. Following are quick snap-shots of a few of these issues:

HEALTH CARE REFORM

Health care reform is at the center of the summer agenda. According to House and Senate leadership, this issue is on a fast track with both sides pledging to have mark-ups in June and floor action before the August recess. While there is considerable momentum, including support from opponents of previous reform efforts combined with pressure from the White House, any health care reform effort faces several hurdles including making its way through multiple committees in both the House and Senate.

Although promised mark-ups are right around the corner, there is little in the form of legislative language. The three chairmen of the House committees have pledged to work together. Similarly

On the Senate side, Senate Energy and Natural Resources Chairman Jeff Bingaman (D-NM) has released several drafts for consideration as part of a comprehensive energy bill, most notably and most discussed being the regional electricity standard (RES). A hearing on the RES was held last week where an effort to add nuclear power as a renewable resource failed. More work is expected in the committee this week, both to try and complete the RES, but to also begin discussing other measures within what has become known as the American Clean Energy Leadership Act. The Senate Environment and Public Works Committee plans to take the next couple of weeks to review and hold briefings on the American Clean Energy and Security Act.

FINANCIAL SERVICES

As it's another major priority for Congress and the Obama Administration, House Financial Services Chairman Barney Frank (D-MA) and Senate Banking Committee Chairman Chris Dodd (D-CT) will continue to push their financial services agendas forward for floor consideration. Chairman Frank announced that he plans to pass sweeping financial system legislation through his committee by the end of July, and the Obama Administration is expected to release details of its proposed financial sector overhaul within the coming weeks.

So for the next two months, Congress is expected to focus on ways to reform the country's banking and financial systems and on what a new regulatory framework should look like in response to the current economic crisis. Stay tuned.

TRANSPORTATION

The House is trying to move quickly on legislation that will dictate how all surface transportation and public transit projects in the country will be planned, funded and completed for the next five years. The current surface transportation authorization is set to expire on September 30, 2009. Last week, House Transportation and Infrastructure Committee Chairman James Oberstar (D-MN) admitted that his original June deadline for floor action has slipped. He has also remained silent about funding levels, both for specific programs and for the bill as a whole. According to a handwritten outline of the bill being circulated by Oberstar, the legislation would call for a major restructuring of the Department of Transportation.

On the other side of Capitol Hill, Senate Environment and Public Works Committee Chairwoman Barbara Boxer (D-CA) said that she is working on a new highway bill entitled MAP-21, or Moving Ahead for Progress in the 21st Century. The Committee recently recognized that the Highway Trust Fund faces a \$5 to \$7 billion shortfall by August, and as such is taking a "fresh look" at the management of the current program.

CREDIT CARD INDUSTRY REFORM

On May 22nd, President Obama signed into law the Credit CARD Act (PL 111-88). The law places tougher restrictions on the credit card industry; requires clearer disclosure to cardholders about the interest they are paying; prohibits "arbitrary interest rate increases and universal default" on existing credit card balances; bans double-cycle billing; requires 45-day notice for rate increases; requires that promotional rates offered be valid for six-months before increasing to the standard rate; and requires payments be applied first to the credit card balance with the highest interest rate.

APPROPRIATIONS

The FY10 Budget passed Congress in late April, and appropriations subcommittee mark-ups are on the calendar in both chambers. House Appropriations Committee Chairman David Obey (D-WI) has expressed the goal of completing all 12 spending bills by the August recess.

The other big potential race in Washington state could be in the 8th Congressional District where Congressman Dave Reichert will be running for a third term. Rep. Reichert has won three times by thin margins, and he is poised to face another well-funded opponent in 2010. For the third consecutive race, he will face a woman who is also a former Microsoft executive. Suzan Delbene is already in the race, and has been raising money for her campaign, including making a sizeable donation from her own bank account. The Democrats swung hard at Reichert in 2006 and 2008 in elections where all the political cards were stacked against him, but they missed, so my bet is that Reichert is well-positioned to win in 2010. One interesting political note – Senator Murray and Rep. Reichert have been visibly working together on a number of issues in 2009, which should impress voters, and be helpful to the political fortunes of the Senator and the Congressman.

Nationally, the big question on the minds of professional politicians focuses on whether the Republicans can pick up seats in the House and the Senate for the first time since the 2002 elections. In three consecutive elections, Republicans have lost seats in Congress, and right now, it's unclear that the GOP is poised to post gains in 2010.

In fact, in the Senate, Republicans are concerned that they will lose even more ground in 2010 because more GOP seats are up for grabs than seats currently held by Democrats. The GOP sees glimmers of hope for pick-ups in Connecticut, Illinois, Colorado, Nevada, Pennsylvania and perhaps Arkansas, but those are off-set by tough battles looming in New Hampshire, Missouri, Ohio, Kentucky, Louisiana, Florida and North Carolina. With Democrats holding 60 seats (I'm expecting Al Franken to eventually be seated in Minnesota), the Republicans' goal will be to somehow get back above 40 seats so they can keep the power of the filibuster. Right now, that goal seems like a tough one.

As for the House, the Republicans are focused on 49 Democrats who represent districts won by John McCain in 2008. They are also working hard to take advantage of the rising political troubles of Speaker Nancy Pelosi who seems to get in trouble with the national media about once every six weeks.

Also, the political lobbying scandals that crippled the GOP in the 2006 and 2008 elections are now starting to impact the Democrats, and while folks are hopeful that the economy will start to go back up this fall, it is unclear if that will happen, and it appears that job losses will still be occurring next year. All of those things produce plenty of heartburn for Democratic strategists planning next year's congressional campaigns.

Still, the Republicans will need an anti-Democratic tide to make significant gains in 2010, and I don't think anyone sees that developing right now. President Obama's approval ratings are still very high, the Republican Party is still viewed negatively by most voters (having Rush Limbaugh be the "voice" of the Party is not helping things either), and the Democrats continue to hold a small (but closing) lead on the "generic ballot test" which measures which party the public would like to see in control of Congress.

Despite all of that, I will go out on a limb and say this right now – I think the Republicans will pick up seats in the House in 2010. I do not expect them to pick up enough seats to be in the majority, but I think they will make some gains, and they will begin to heal many of their self-inflicted wounds of the last several years.

END

Winn, Kim S - DK-7

From: Stauffer, Nicki - A-7 on behalf of Wright, Stephen J - A-7
Sent: Friday, June 19, 2009 8:59 AM
To: Winn, Kim S - DK-7
Subject: FW: [Regulatory] Salmon Restoration Bills
Attachments: HR 2055 Pacific Salmon Stronghold Conservation Act.pdf

From: Tony Williams [mailto:tony.williams@washington2advocates.com]
Sent: Wednesday, June 17, 2009 4:45 PM
To: Baskerville, Sonya L - DKN-WASH; Wright, Stephen J - A-7
Subject: FW: [Regulatory] Salmon Restoration Bills

FYI

From: regulatory-bounces@lists.hydro.org [mailto:regulatory-bounces@lists.hydro.org] **On Behalf Of** John Rastler
Sent: Wednesday, June 17, 2009 5:12 PM
To: board@lists.hydro.org; regulatory Listserve; legislative@lists.hydro.org; otntc Listserve
Subject: [Regulatory] Salmon Restoration Bills

Recently, two bills dealing with West Coast salmon restoration issues have been introduced in Congress.

Rep. Mike Thompson (D-CA) has introduced the Salmon Stronghold Conservation Act, HR 2055. Senator Cantwell (D-WA) has introduced a companion bill in the Senate, S. 817.

The bills pertain only to anadromous salmon on the Pacific Coast – WA, OR, ID, CA, AK.

Under HR 2055, the Secretary of Commerce would establish a Salmon Stronghold Partnership Board (the Board) composed of a representative from federal agencies such as NMFS, USFWS, BPA, and the Northwest Power and Conservation Panel. In addition, each state listed above as well as tribal and NGO interests would also be represented.

The Board would establish a Salmon Stronghold Partnership that is a cooperative, incentive-based, public-private partnership among multiple stakeholders working together across political boundaries, government jurisdictions, and land ownerships to identify and conserve salmon strongholds.

A “salmon stronghold” is an area that meets the biological criteria for abundance, productivity, diversity, habitat quality, or other attributes important to sustaining viable populations of salmon throughout their range, defined by the board.

The Assistant Administrator of NOAA and the Director of Fish and Wildlife would establish the salmon stronghold watershed grants and technical assistance program. The purpose of the grant program would be to develop strategies and projects that have the greatest positive impacts on long-term salmon habitat and viability.

States with competitive and successful grant programs for salmon conservation would receive money through the National Fish and Wildlife Foundation for those projects.

States without a competitive grant program for salmon conservation would receive funding from the National Fish and Wildlife Foundation; however, the foundation would administer the projects it funds rather than the state.

For more information, see the attached bill.

- John

John Rastler
Legislative Assistant

6/19/2009

To establish a Salmon Stronghold Partnership program to protect wild Pacific salmon, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

April 22, 2009

Mr. THOMPSON of California (for himself, Mr. DICKS, Mr. SIMPSON, Mr. GEORGE MILLER of California, Mrs. CAPPS, Mr. INSLEE, Mr. BLUMENAUER, and Mrs. TAUSCHER) introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To establish a Salmon Stronghold Partnership program to protect wild Pacific salmon, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

(a) Short Title- This Act may be cited as the 'Pacific Salmon Stronghold Conservation Act of 2009'.

(b) Table of Contents- The table of contents for this Act is as follows:

Sec. 1. Short title; table of contents.

Sec. 2. Findings; purposes.

Sec. 3. Definitions.

Sec. 4. Salmon Stronghold Partnership.

Sec. 5. Information and assessment.

Sec. 6. Salmon stronghold watershed grants and technical assistance program.

Sec. 7. Interagency cooperation.

Sec. 8. International cooperation.

Sec. 9. Conditions relating to salmon stronghold conservation projects.

Sec. 10. Administrative provisions.

Sec. 11. Acquisition of real property interests.

Sec. 12. Limitations.

Sec. 13. Reports to Congress.

Sec. 14. Authorization of appropriations.

SEC. 2. FINDINGS; PURPOSES.

(a) Findings- Congress makes the following findings:

(1) Several species of salmon native to the rivers of the United States are highly migratory, interacting with salmon originating from Canada, Japan, Russia, and South Korea and spending portions of their life history outside of the territorial waters of the United States. Recognition of the migratory and transboundary nature of salmon species has led countries of the North Pacific to seek enhanced coordination and cooperation through multilateral and bilateral agreements.

(2) Salmon are a keystone species, sustaining more than 180 other species in freshwater and marine ecosystems. They are also an indicator of ecosystem health and potential impacts of climate change.

(3) Salmon are a central part of the culture, economy, and environment of Western North America.

(4) Economic activities relating to salmon generate billions of dollars of economic activity and provide thousands of jobs.

(5) During the anticipated future rapid environmental change, maintaining key ecosystem processes and functions, population abundance, and genetic integrity will be vital to ensuring the health and long-term viability of salmon populations.

(6) Salmon strongholds provide critical production zones for commercial, recreational, and subsistence fisheries.

(7) Taking into consideration the frequency with which fisheries have collapsed before the enactment of this Act, use of scientific research to correctly identify and conserve core centers of abundance, productivity, and diversity is vital to sustain salmon populations and fisheries in the future.

(8) Measures being undertaken as of the date of the enactment of this Act to recover threatened or endangered salmon stocks, such as Federal, State, and local programs to restore habitat, are vital. These measures will be complemented and enhanced by identifying and sustaining core centers of abundance, productivity, and diversity in the healthiest remaining salmon ecosystems throughout the range of salmon species.

(9) The effects of climate change are affecting salmon habitat at all life history stages, and future habitat conservation must consider climate change projections to safeguard natural systems under

future climate conditions.

(10) Greater coordination between public and private entities can assist salmon strongholds by marshaling and focusing resources on scientifically supported, high priority conservation actions.

(b) Purposes- The purposes of this Act are--

(1) to expand Federal support and resources for the protection and restoration of the healthiest remaining salmon strongholds in North America to sustain core centers of salmon abundance, productivity, and diversity in order to ensure the long-term viability of salmon populations--

(A) in the States of California, Idaho, Oregon, and Washington, by focusing resources on cooperative, incentive-based efforts to conserve the roughly 20 percent of salmon habitat that supports approximately two-thirds of salmon abundance; and

(B) in the State of Alaska, a regional stronghold that produces more than one-third of all salmon, by increasing resources available to public and private organizations working cooperatively to conserve regional core centers of salmon abundance and diversity;

(2) to maintain and enhance economic benefits related to fishing or associated with healthy salmon stronghold habitats, or both, including flood protection, recreation, water quantity and quality, carbon sequestration, climate change mitigation and adaptation, and other ecosystem services; and

(3) to complement and add to existing Federal, State, and local salmon recovery efforts by using sound science to identify and sustain core centers of salmon abundance, productivity, and diversity in the healthiest remaining salmon ecosystems throughout their range.

SEC. 3. DEFINITIONS.

In this Act:

(1) ADMINISTRATOR- The term `Administrator' means the Assistant Administrator for the National Marine Fisheries Service of the National Oceanic and Atmospheric Administration.

(2) BOARD- The term `Board' means the Salmon Stronghold Partnership Board established under section 4(a)(3).

(3) CHARTER- The term `Charter' means the charter of the Board developed under section 4(g).

(4) DIRECTOR- The term `Director' means the Director of the United States Fish and Wildlife Service.

(5) ECOSYSTEM SERVICES- The term `ecosystem services' means an ecological benefit generated from a healthy, functioning ecosystem, including clean water, pollutant filtration, regulation of river flow, prevention of soil erosion, regulation of climate, and fish production.

(6) PROGRAM- Except as otherwise provided, the term `program' means the salmon stronghold watershed grants and technical assistance program established under section 6(a).

(7) SALMON- The term `salmon' means any of the wild anadromous Oncorhynchus species that occur in the Western United States, including--

(A) chum salmon (Oncorhynchus keta);

(B) pink salmon (Oncorhynchus gorbuscha);

(C) sockeye salmon (Oncorhynchus nerka);

(D) chinook salmon (Oncorhynchus tshawytscha);

(E) coho salmon (Oncorhynchus kisutch); and

(F) steelhead trout (Oncorhynchus mykiss).

(8) SALMON STRONGHOLD- The term `salmon stronghold' means any area that meets biological criteria for abundance, productivity, diversity (life history and run timing), habitat quality, or other biological attributes important to sustaining viable populations of salmon throughout their range, as defined by the Board.

(9) SALMON STRONGHOLD PARTNERSHIP- The term `Salmon Stronghold Partnership' means the Salmon Stronghold Partnership established under section 4(a)(1).

(10) SECRETARY- Except as otherwise provided, the term `Secretary' means the Secretary of Commerce.

SEC. 4. SALMON STRONGHOLD PARTNERSHIP.

(a) In General-

(1) ESTABLISHMENT- The Secretary shall establish a Salmon Stronghold Partnership that is a cooperative, incentive-based, public-private partnership among appropriate Federal, State, tribal, and local governments, private landowners, and nongovernmental organizations working across political boundaries, government jurisdictions, and land ownerships to identify and conserve salmon strongholds.

(2) MEMBERSHIP- To the extent possible, the membership of the Salmon Stronghold Partnership shall include each entity described under subsection (b).

(3) LEADERSHIP- The Salmon Stronghold Partnership shall be managed by the Salmon Stronghold Partnership Board established under subsection (b).

(b) Salmon Stronghold Partnership Board-

(1) IN GENERAL- The Secretary shall establish the Salmon Stronghold Partnership Board for purposes of this Act.

(2) MEMBERSHIP- The Board shall consist of individuals with strong scientific or technical credentials and expertise, appointed as follows:

(A) One representative from each of--

(i) the National Marine Fisheries Service, appointed by the Administrator;

(ii) the United States Fish and Wildlife Service, appointed by the Director;

(iii) the Forest Service, appointed by the Chief of the Forest Service;

(iv) the Environmental Protection Agency, appointed by the Administrator of such agency;

(v) the Bonneville Power Administration, appointed by the Administrator of such administration;

(vi) the Bureau of Land Management, appointed by the Director of such bureau; and

(vii) the Northwest Power and Conservation Council, appointed by such council.

(B) One representative from the natural resources staff of the office of the Governor or of an appropriate natural resource agency of a State, appointed by the Governor of that State, from each of the States of--

(i) Alaska;

(ii) California;

(iii) Idaho;

(iv) Oregon; and

(v) Washington.

(C) Not less than 3 and not more than 5 representatives from Indian tribes or tribal commissions selected by the Board and located within the range of salmon, as appointed by such Indian tribes or tribal commissions.

(D) One representative from each of 3 nongovernmental organizations with salmon conservation and management expertise, as selected by the Board.

(E) One national or regional representative from an association of counties, as selected by the Board.

(F) Representatives of any other entities with significant resources regionally dedicated to the protection of salmon ecosystems that the Board determines are appropriate, as selected by the Board.

(3) FAILURE TO APPOINT- If a representative described in subparagraph (B), (C), (D), (E), or (F) of paragraph (1) is not appointed to the Board or fails to otherwise participate in the Board, the Board shall carry out its functions until the representative is appointed or joins in such participation.

(c) Meetings-

(1) FREQUENCY- Not less frequently than 3 times each year, the Board shall meet to provide opportunities for input from a broader set of stakeholders.

(2) NOTICE- Prior to each meeting the Board shall give timely notice of the meeting to the public, and to each county or tribal government with jurisdiction over all or part of a salmon stronghold identified by the Board.

(d) Board Consultation- The Board shall seek expertise from fisheries experts from agencies, colleges, or universities as appropriate.

(e) Chairperson- The Board shall nominate and select a Chairperson from among the members of the Board.

(f) Committees- The Board shall establish a standing science advisory committee to assist it in the development, collection, evaluation, and peer review of statistical, biological, economic, social, and other scientific information, and may establish additional standing or ad hoc committees as necessary.

(g) Charter- The Board shall develop a written Charter that--

(1) provides for the members of the Board described in subsection (b);

(2) may be signed by a broad range of partners, to reflect a shared understanding of the purposes, intent, and governance framework of the Salmon Stronghold Partnership; and

(3) includes--

(A) the defining criteria for salmon strongholds;

(B) the process for identifying salmon strongholds; and

(C) the process for awarding salmon stronghold watershed grants under section 6, including--

(i) the number of years for which such grants may be awarded;

(ii) the process for renewing such grants;

(iii) the eligibility requirements for such grants;

(iv) the process by which eligible projects may be individually ranked in priority for such grants according to the magnitude and extent of their positive impacts on salmon abundance, productivity or diversity, or any combination thereof, that lead to increased viability for salmon populations;

(v) reporting requirements for projects awarded such grants; and

(vi) criteria for evaluating the success of projects awarded such grants.

(h) Federal Advisory Committee Act- The Federal Advisory Committee Act (5 U.S.C. App.) shall not apply to the Board.

SEC. 5. INFORMATION AND ASSESSMENT.

The Administrator shall carry out specific information and assessment functions associated with

salmon strongholds, in coordination with other regional salmon efforts, including--

- (1) triennial assessment of status and trends in salmon strongholds;
- (2) geographic information system and mapping support to facilitate conservation planning;
- (3) projections of climate change impacts on all habitats and life history stages of salmon;
- (4) development and application of models and other tools to identify the salmon conservation actions projected to have the greatest positive impacts on abundance, productivity, or diversity (or any combination thereof) within salmon strongholds; and
- (5) measurement of the effectiveness of Salmon Stronghold Partnership activities.

SEC. 6. SALMON STRONGHOLD WATERSHED GRANTS AND TECHNICAL ASSISTANCE PROGRAM.

(a) In General- The Administrator, in consultation with the Director, shall establish a salmon stronghold watershed grants and technical assistance program, as described in this section.

(b) Purpose- The purpose of the program shall be to support salmon stronghold protection and restoration activities, including--

- (1) to fund the administration of the Salmon Stronghold Partnership in carrying out the Charter;
- (2) to encourage cooperation among the entities represented on the Board, local authorities, and private entities to establish a network of salmon strongholds, and assist locally in specific actions that support the Salmon Stronghold Partnership;
- (3) to support entities represented on the Board--
 - (A) to develop strategies focusing on the salmon conservation actions projected to have--
 - (i) the greatest positive impacts on salmon abundance, productivity, or diversity, or any combination thereof, in salmon strongholds; and
 - (ii) the greatest positive impacts on long-term salmon habitat and population viability in salmon strongholds; and
 - (B) to provide financial assistance to the Salmon Stronghold Partnership to increase local economic opportunities and resources for actions or practices that provide long-term or permanent protection for and maintain key ecosystem services in salmon strongholds, including--
 - (i) payments for ecosystem services;
 - (ii) placement of conservation easements, including those described in 26 U.S.C. 170(h); and
 - (iii) demonstration projects designed for specific salmon strongholds;

(4) to maintain a forum to share best practices and approaches, employ consistent and comparable metrics, forecast and address climate impacts, and monitor, evaluate, and report regional status and trends of salmon ecosystems in coordination with related regional and State efforts;

(5) to work cooperatively with existing salmon conservation programs in and across salmon strongholds to achieve the goals of the Salmon Stronghold Partnership on a regional scale;

(6) to accelerate the implementation of recovery plans in salmon strongholds that have salmon populations listed as threatened or endangered under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.);

(7) to develop and make information available to the public pertaining to the Salmon Stronghold Partnership; and

(8) to conduct education outreach to the public, in coordination with other programs, to encourage increased stewardship of salmon strongholds.

(c) Administration-

(1) IN GENERAL- Projects that will be carried out with assistance from the program shall be administered as follows:

(A) SITE-BASED PROJECTS- A project that will be carried out with assistance from the program within 1 State shall be selected as follows:

(i) STATE PROJECTS- If a State has a competitive grant process relating to salmon conservation in effect as of the date of enactment of this Act and has a proven record of implementing an efficient, cost-effective, and competitive grant program for salmon conservation or has a viable plan to provide accountability under the program--

(I) the Administrator, in consultation with the Director, shall provide funds to the National Fish and Wildlife Foundation;

(II) the National Fish and Wildlife Foundation shall, pursuant to a request by the State for funding under this section, provide program funds to the State for selected projects, as directed by the Board in accordance with paragraph (2); and

(III) the State shall administer projects to be carried out in such State with the assistance of the program.

(ii) NATIONAL FISH AND WILDLIFE FOUNDATION PROJECTS- If a State does not meet the criteria described in clause (i)--

(I) the Administrator, in consultation with the Director, shall provide funds to the National Fish and Wildlife Foundation;

(II) the National Fish and Wildlife Foundation shall administer selected projects to be carried out in such State with the assistance of the program, as directed by the Board in accordance with paragraph (2).

(B) MULTISITE AND PROGRAMMATIC INITIATIVES- For a project that will be carried out with assistance from the program in more than 1 State or that is a programmatic initiative that affects more than 1 State--

(i) the Administrator, in consultation with the Director, shall provide funds to the National Fish and Wildlife Foundation; and

(ii) the National Fish and Wildlife Foundation shall administer selected projects to be carried out with the assistance of the program, as directed by the Board in accordance with paragraph (2).

(2) PROJECT SELECTION-

(A) IN GENERAL- Subject to subsection (d), a project is eligible to receive assistance under the program if the project--

(i) contributes to the conservation of salmon;

(ii) meets the eligibility criteria set forth by the Board in its Charter under section 4(g);

(iii)(I) addresses a factor limiting or threatening to limit abundance, productivity, diversity, habitat quality, or other biological attributes important to sustaining viable salmon populations within a salmon stronghold; or

(II) is a programmatic action that supports the Salmon Stronghold Partnership;

(iv) addresses limiting factors to healthy ecosystem processes or sustainable fisheries management;

(v) has the potential for conservation benefits and broadly applicable results; and

(vi) meets the requirements for cost sharing described in paragraph (3).

(B) PRIORITIZATION-

(i) **IN GENERAL-** The Board shall prioritize individual projects eligible for funding under the program in accordance with the process for such prioritization established in its Charter under section 4(g)--

(I) not less often than once each fiscal year; and

(II) following the solicitation of projects for funding with amounts available under this Act for the fiscal year.

(ii) **REVISION-** The Board shall develop or revise, or both, the criteria necessary to prioritize projects eligible for funding under the program--

(I) not less often than once each fiscal year; and

(II) prior to the prioritization of projects to be funded with amounts available under this Act for that fiscal year.

(3) COST SHARING-

(A) FEDERAL SHARE-

(i) NON-FEDERAL LAND- For any fiscal year, the Federal share of the cost of a project that receives assistance under the program and that is carried out on land that is not owned by the United States shall not exceed 50 percent of the total cost of the project.

(ii) FEDERAL LAND- For any fiscal year, the Federal share of the cost of a project that receives assistance under the program and that is carried out on land that is owned by the United States, including the acquisition of inholdings, may be up to 100 percent of the total cost of the project.

(B) NON-FEDERAL SHARE-

(i) IN GENERAL- Subject to clause (ii), the non-Federal share of the cost of a project that receives assistance under the program may not be derived from Federal grant programs, but may include in-kind contributions.

(ii) BONNEVILLE POWER ADMINISTRATION- Any amounts provided by the Bonneville Power Administration directly or through a grant to another entity used to carry out a project that receives assistance under the program shall be credited toward the non-Federal share of the cost of the project.

(d) Administrative Expenses- Of the amount available to a State or the National Fish and Wildlife Foundation under the program for each fiscal year, such State and the National Fish and Wildlife Foundation shall not expend more than 5 percent of such amount for administrative and reporting expenses necessary to carry out this section.

(e) Reports-

(1) REPORTS TO STATES OR NFWF- Each person who receives assistance through a State or the National Fish and Wildlife Foundation under the program for a project shall provide periodic reports to the State or the National Fish and Wildlife Foundation, as appropriate, that include the information required by the State or the National Fish and Wildlife Foundation to evaluate the progress and success of the project.

(2) REPORTS TO THE ADMINISTRATION- Not less frequently than once every three years, each State that is provided program funds under subsection (c)(1)(A)(i) and the National Fish and Wildlife Foundation shall provide reports to the Administrator that include the information required by the Administrator to evaluate the implementation of the program.

SEC. 7. INTERAGENCY COOPERATION.

The head of each Federal agency or department responsible for acquiring, managing, or disposing of Federal land that is within a salmon stronghold shall, to the extent consistent with the mission of the agency or department and existing law, cooperate with the Administrator and the Director to--

(1) conserve the salmon stronghold; and

(2) effectively coordinate and streamline Salmon Stronghold Partnership activities and delivery of

overlapping, incentive-based programs that affect the salmon stronghold.

SEC. 8. INTERNATIONAL COOPERATION.

(a) Authority To Cooperate- The Administrator and the Board may share status and trends data, innovative conservation strategies, conservation planning methodologies, and other information with North Pacific countries including Canada, Japan, Russia, and South Korea, and appropriate international entities, to promote salmon conservation and habitat.

(b) Sense of Congress- It is the sense of Congress that the Administrator and the Board, or entities that are members of the Board, should and are encouraged to provide information to North Pacific countries including Canada, Japan, Russia, and South Korea, and appropriate international entities, to support the development of a network of salmon strongholds across the nations of the North Pacific.

SEC. 9. CONDITIONS RELATING TO SALMON STRONGHOLD CONSERVATION PROJECTS.

(a) In General- No land or interest in land, acquired in whole or in part by the Secretary of the Interior with Federal funds made available under this Act to carry out a salmon stronghold conservation project may be transferred to a State, other public agency, or other entity unless--

(1) the Secretary of the Interior determines that the State, agency, or entity is committed to manage, in accordance with this Act and the purposes of this Act, the property being transferred; and

(2) the deed or other instrument of transfer contains provisions for the reversion of the title to the property to the United States if the State, agency, or entity fails to manage the property in accordance with this Act and the purposes of this Act.

(b) Requirement- Any real property interest conveyed under this section shall be subject to such terms and conditions as will ensure, to the maximum extent practicable, that the interest will be administered in accordance with this Act and the purposes of this Act.

SEC. 10. ADMINISTRATIVE PROVISIONS.

(a) Contracts, Grants, and Transfers of Funds- In carrying out this Act, the Secretary may--

(1) consistent with a recommendation of the board and notwithstanding sections 6304 and 6305 of title 31, United States Code, and the Federal Financial Assistance Management Improvement Act of 1999 (31 U.S.C. 6101 note; Public Law 106-107), enter into cooperative agreements, contracts, and grants;

(2) notwithstanding any other provision of law, apply for, accept, and use grants from any person to carry out the purposes of this Act; and

(3) make funds available to any Federal agency to be used by the agency to award financial assistance for any salmon stronghold protection, restoration, or enhancement project that the Secretary determines to be consistent with this Act.

(b) Donations-

(1) IN GENERAL- The Secretary may--

(A) enter into an agreement with any organization described in section 501(c)(3) of the Internal Revenue Code of 1986 to authorize the organization to carry out activities under this Act; and

(B) accept donations of funds or services for use in carrying out this Act.

(2) PROPERTY- The Secretary of the Interior may accept donations of property for use in carrying out this Act.

(3) USE OF DONATIONS- Donations accepted under this section--

(A) shall be considered to be gifts or bequests to, or for the use of, the United States; and

(B) may be used directly by the Secretary (or, in the case of donated property under paragraph (2), the Secretary of the Interior) or provided to other Federal agencies or departments through interagency agreements.

(c) Interagency Financing- The Secretary may participate in interagency financing, including receiving appropriated funds from other agencies or departments to carry out this Act.

(d) Staff- Subject to the availability of appropriations, the Administrator may hire such additional full-time employees as are necessary to carry out this Act.

SEC. 11. ACQUISITION OF REAL PROPERTY INTERESTS.

(a) Use of Real Property- No project that will result in the acquisition by the Secretary or the Secretary of the Interior of any land or interest in land, in whole or in part, may receive funds under this Act unless the project is consistent with the purposes of this Act.

(b) Private Property Protection- No Federal funds made available to carry out this Act may be used to acquire any real property or any interest in any real property without the written consent of the 1 or more owners of the property or interest in property.

SEC. 12. LIMITATIONS.

Nothing in this Act may be construed--

(1) to create a reserved water right, express or implied, in the United States for any purpose, or affect the management or priority of water rights under State law;

(2) to affect existing water rights under Federal or State law;

(3) to affect any Federal or State law in existence on the date of enactment of this Act regarding water quality or water quantity;

(4) to affect the authority, jurisdiction, or responsibility of any agency or department of the United States or of a State to manage, control, or regulate fish and resident wildlife under a Federal or State law or regulation;

(5) to authorize the Secretary or the Secretary of the Interior to control or regulate hunting or fishing under State law;

(6) to abrogate, abridge, affect, modify, supersede, or otherwise alter any right of a federally recognized Indian tribe under any applicable Federal or tribal law or regulation; or

(7) to diminish or affect the ability of the Secretary or the Secretary of the Interior to join the adjudication of rights to the use of water pursuant to subsections (a), (b), or (c) of section 208 of the Department of Justice Appropriation Act, 1953 (43 U.S.C. 666).

SEC. 13. REPORTS TO CONGRESS.

Not less frequently than once every 3 years, the Administrator, in consultation with the Director, shall submit to Congress a report describing the activities carried out under this Act, including the recommendations of the Administrator, if any, for legislation relating to the Salmon Stronghold Partnership.

SEC. 14. AUTHORIZATION OF APPROPRIATIONS.

(a) Grants-

(1) **IN GENERAL-** There is authorized to be appropriated to each of the Administrator and Director, to be distributed or administered, or both, by the National Fish and Wildlife Foundation as a fiscal agent, to provide grants under the program \$15,000,000 for each of fiscal years 2009 through 2013.

(2) **BOARD-** The National Fish and Wildlife Foundation shall, from the amount appropriated pursuant to the authorization in paragraph (1), make available sufficient funds to the Board to carry out its duties under this Act.

(b) **Technical Assistance-** For each of fiscal years 2009 through 2013, there is authorized to be appropriated to the Administrator \$300,000 to provide technical assistance under the program and to carry out section 5.

(c) **Availability of Funds-** Amounts appropriated pursuant to an authorization of appropriations in this section are authorized to remain available until expended.

END

FOIA #09-041

Item (4)

MEMORANDUM

TO: Sonya Baskerville
FR: Tony Williams
DT: November 1, 2008
RE: October 2008 Statement of Work

The following is an overview of my services for BPA in October 2008:

- I made two trips to Washington, D.C. where I met with senior congressional staff, and I've had several meetings in the Northwest this month with senior congressional staff who are in the region because Congress is in recess.
- I had several phone calls with congressional staff from around the region re: the negotiations with Alcoa.
- I had several phone calls with congressional staff about the possibility of a stimulus bill taking place post-election, and whether Northwest energy infrastructure provisions could be included in such legislation.
- I had two conference calls with the BPA Administration this month about ongoing issues and projects.

END

MEMORANDUM

TO: Sonya Baskerville
FR: Tony Williams
DT: December 1, 2008
RE: November 2008 Statement of Work

The following is an overview of my work for BPA in November 2008:

- Answered questions and provided information to congressional staff interested in issues surrounding the power arrangement with Alcoa.
- Had a strategy meeting in Portland with the BPA Administrator where we discussed ongoing issues including salmon litigation and long-term contracts.
- Travelled to Washington, D.C. where I had meetings with several congressional staffers re: ongoing issues including Alcoa, salmon litigation and long-term contracts.

END

MEMORANDUM

TO: Sonya Baskerville
FR: Tony Williams
DT: January 2, 2009
RE: December 2008 Statement of Work

The following items were the main projects our firm focused on in December 2008:

- Keeping congressional offices informed of the contract signing process, and the Administrator's schedule for getting those contracts signed.
- Gathering intelligence, and providing counsel to the Administrator on the Administration transition process.
- Answering questions of Hill staff and regional stakeholders interested in the potential package for Alcoa. Also, we gathered intelligence on this issue and shared it with the Administrator.
- We continued to prepare for new issues that would emerge following Inauguration Day -- our focus remains on the upcoming stimulus bill, and whether that would address energy infrastructure challenges in the Northwest.

END

MEMORANDUM

TO: Sonya Baskerville
FR: Tony Williams
DT: February 1, 2009
RE: January 2009 Statement of Work

The following is an overview of work performed by Washington Advocates for BPA in January 2009:

- We gathered intelligence for BPA related to key appointments in the region, and shared that information with the Administrator.
- We continued to monitor the Alcoa deal, and shared intelligence with the Administrator and key congressional offices re: insights and observations from our discussions in the region.
- I had two conference calls with the Administrator to discuss ongoing projects, and to help him prepare for his February trip to Washington, D.C.
- We discussed the Administrator's upcoming trip to Washington, D.C. with key congressional staff, and got input from them on issues they would like to hear about during meetings held on Capitol Hill.

END

MEMORANDUM

TO: Sonya Baskerville
FR: Tony Williams
DT: March 1, 2009
RE: February 2009 Statement of Work

The following is an overview of my work in February 2009:

- I met with several congressional staffers during my monthly trip to Washington, D.C. There were lots of questions and comments re: the stimulus package and BPA's increased borrowing authority.
- I travelled to Portland and met with the Administrator. We discussed a variety of top issues, including the stimulus package, borrowing authority, Columbia River salmon issues, and opportunities with the new Administration.
- Participated in a series of conference calls with the D.C. office and the communications team re: stimulus/borrowing authority projects.
- Follow-up conversations with staff to key Northwest congressional delegation re: stimulus/borrowing authority projects.

END

MEMORANDUM

TO: Sonya Baskerville
FR: Tony Williams
DT: April 1, 2009
RE: March 2009 Statement of Work

The following is a summary of Washington Advocates' work on behalf of BPA in March 2009:

- Tony had two phone meetings with the Administrator re: ongoing issues such as stimulus projects, the Administrator's trip to D.C., and updates on the Columbia River bi-op process.
- Tony made two trips to Washington, D.C. where he met with numerous congressional staff about ongoing BPA issues such as borrowing authority, Alcoa, Columbia River bi-op and hatchery reform.
- Staff from W2A had numerous conversations and meetings with congressional staff re: hatchery reform efforts. That intelligence and information was shared with BPA officials.

END

MEMORANDUM

TO: Sonya Baskerville
FR: Tony Williams
DT: May 1, 2009
RE: April 2009 Statement of Work

The following is an overview of our work for BPA in April 2009:

- I had multiple extensive conversations with senior congressional staff from the region re: the Columbia River bi-op and a potential path forward with the Obama Administration. Those conversations occurred throughout the month, including my family spring break vacation.
- I travelled to Portland to meet in person with the Administrator to discuss BPA strategies for ongoing issues, including the Columbia River bi-op, Alcoa, and rates.
- I helped the Administrator and his staff prepare for his visit to Washington, D.C.
- I followed up with congressional staff following the Administrator's visit to Washington, D.C.

END

MEMORANDUM

TO: Sonya Baskerville
FR: Tony Williams
DT: June 1, 2009
RE: May 2009 Statement of Work

The following is an overview of our work for BPA in May 2009:

- We participated in several conference calls with the Administrator and senior BPA staff in D.C. re: issues surrounding the Bi-Op.
- During my regular monthly trip to Washington, D.C., I met with senior legislative staff from several Members of Congress to discuss the bi-op.
- I met with new staff at the Commerce Department re: the bi-op and funding for salmon programs.
- Our team answered questions, and provided counsel to legislative staff in advance of the Administration's trip to the Northwest.

END