

**Memorandum of Agreement
between
the Coeur d’Alene Tribe
and
the Bonneville Power Administration
pursuant to
a Memorandum of Understanding & Mediated Settlement Agreement**

INTRODUCTION

The Bonneville Power Administration (“Bonneville”) and the Coeur d’Alene Tribe (“Tribe”)—together, “the Parties”—have developed this Memorandum of Agreement (“Agreement” or “MOA”) to (1) address commitments and intentions described in Section V.1 of a Memorandum of Understanding & Mediated Settlement Agreement¹ (“Settlement Agreement”); and (2) fund and implement actions that benefit fish and wildlife resources of the Columbia River Basin—that are of profound cultural importance to the Tribe—in a manner that addresses Tribal needs and does so to a degree that supports the Tribe’s affirmance of such actions as adequate to fulfill Bonneville’s legal responsibilities for the Term of this Agreement.

RECITALS

- A. The Coeur d’Alene Tribe is a federally recognized Indian tribe with a Reservation located in northern Idaho. Since time immemorial, members of the Tribe have relied on salmon, steelhead and other native species to sustain their livelihood. The construction of non-federal and federal dams beginning in the 1800s blocked anadromous fish from migrating into the Upper Columbia River Basin and on the Tribe’s Reservation (“Blocked Area”). This profound loss has had and continues to have traumatic effects on the Tribe’s members and its Reservation resources.
- B. Bonneville is a power-marketing administration, within the United States Department of Energy, that sells power at cost and not-for-profit, with preference to publicly-owned utilities and entities in the Northwest. Bonneville is subject to a variety of detailed and diverse statutory directives that it must discharge in accordance with sound business principles. Among these, the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h (“Northwest Power Act”), directs Bonneville to protect, mitigate, and enhance fish and wildlife affected by the development and operation of federal hydroelectric projects on the Columbia River and its tributaries (the “Federal Columbia River

¹ Executed on September 21, 2023.

Power System” or “FCRPS”), in a manner consistent with the purposes of the Act, the fish and wildlife program adopted by the Pacific Northwest Electric Power Planning and Conservation Council (“Council”) under subsection 4(h) of the Act, and other environmental laws.

- C. The Tribe and Bonneville are parties to a Settlement Agreement with the Confederated Tribes of the Colville Reservation, the Spokane Tribe of Indians, and the United States, acting through the U.S. Army Corps of Engineers, the Bureau of Reclamation, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service to, among other things, pursue and implement the reintroduction of anadromous salmon into that portion of the upper Columbia River basin currently blocked to anadromous fish by Grand Coulee and Chief Joseph dams, in which the Tribe has agreed to an extended stay or administrative closure of legal challenges previously filed against Bonneville and other federal agencies related to salmon reintroduction.
- D. This Agreement is the result of the Parties’ good-faith negotiations. Section V.1 of the Settlement Agreement includes the expectation that the Tribe and Bonneville will enter into short- and long-term funding agreements. These agreements would provide for the funding and implementation of certain additional fish and wildlife activities to address impacts to fish and wildlife and their habitat which result from the construction, inundation, and operation of Grand Coulee and Chief Joseph Dams. In federal fiscal year (“FY” or “fiscal year”) 2023, Bonneville provided an additional \$2.43 million dollars in annual expense funds which fulfilled the short-term funding commitment. This Agreement addresses Bonneville’s long-term funding commitment; implementation of which will benefit fish and wildlife and meet the corresponding litigation settlement expectations of the Settlement Agreement.
- E. The Parties anticipate this Agreement will be followed by similar long-term successor agreements.

AGREEMENT

I. Fish and Wildlife Commitments

The Parties agree that Bonneville will fund and the Tribe will implement a suite of fish and wildlife projects over the Term of this Agreement, in accordance with the provisions below. Bonneville's funding commitments are subject to compliance with applicable laws and regulations, including but not limited to the National Environmental Policy Act (“NEPA”), the Endangered Species Act (“ESA”), and the National Historic Preservation Act (“NHPA”). A high level summary of each fish and wildlife project that may be considered for funding under this Agreement is included in Attachment A.

A. Fish and Wildlife Projects

- 1. *Annual Project Portfolio (Expense)*
 - a. The individual projects that make up the portfolio of expense projects to be funded and implemented under this Agreement are listed in Attachment B. Bonneville’s

corresponding funding commitment for each project, in the form of an annual planning budget, is also identified in Attachment B, for a FY 2024 expense portfolio total of \$10.5 million.

- b. These projects may be modified, individually or as a portfolio, by agreement of the Parties based on biological priorities, feasibility, science review comments, new information, current needs, or other changed circumstances.
- c. The Parties agree that all projects funded pursuant to this Agreement are consistent with the Council's Columbia River Fish and Wildlife Program ("Program") (including sub-basin plans), as amended.
- d. Replacement Projects.
 - i. The Parties acknowledge that the projects identified in this Agreement may not ultimately be implemented, in whole or in part, due to a variety of possible factors, including but not limited to:
 - Insurmountable issues arising during regulatory compliance, e.g., under ESA, NEPA, NHPA, Clean Water Act ("CWA") permit processes, etc.;
 - New information regarding a particular project that the Tribe and Bonneville collectively determine necessitates a change in the scope or viability of the project; or
 - Changed circumstances (e.g., completion of the original project, inability to implement the project due to environmental conditions).
 - ii. Should the Parties determine that a non-hatchery project cannot or will not be implemented as noted above, they will promptly negotiate a replacement project.
 - (a) A replacement project should be the same or similar to the one it replaces in terms of target species, limiting factor(s), mitigation approach, geographic area and/or subbasin and biological benefits.
 - (b) A replacement project would have the same or similar planning budget as the one it replaces (less any expenditures made for the original project) and will take into account carry-forward funding as agreed to by the Parties.
- e. Changes to Bonneville's Mitigation Obligations. The Parties acknowledge that Bonneville's legal obligations and associated fish and wildlife mitigation obligations can change over time due to, for instance, regulatory matters such as new or updated Endangered Species Act consultations. In the event Bonneville's mitigation obligations change or expand during the Term of this Agreement, and if such change or expansion presents opportunity for new or different mitigation work to be implemented by the Tribe, the Parties agree to discuss whether Bonneville and the Tribe can accommodate such mitigation through this Agreement. This may include discussion of, for instance, whether any unspent funds can be allocated toward the Tribe's implementation of Bonneville's new mitigation obligations; whether any Attachment B projects, or element thereof, are appropriate for concluding, with

associated funds reallocated to the Tribe's implementation of Bonneville's new mitigation obligations; whether the Tribe's current priorities might align with Bonneville's new mitigation obligations such that the Tribe would support pivoting any Attachment B projects, or elements thereof, to implementation of Bonneville's new mitigation obligations; whether Bonneville's new mitigation obligations are located in a geographic area that is practical for the Tribe to work in; or any combination of the above.

2. *Hatchery Projects (Capital)*. The Parties agree to pursue the design and construction of two fish hatcheries (one resident and one anadromous), generally described in Attachment C. During the Term of this Agreement, Bonneville commits to make a combined total of \$40 million in capital funds available for these two hatcheries, to be allocated between the two hatchery projects. Parties will strive to manage total design, permitting, and construction costs of the two hatchery projects to be within \$40 million.
3. *Real Property Acquisitions (Capital)*. The Parties agree to pursue the acquisition of real property and the permanent protection of fish and wildlife habitat, with an emphasis on acquisitions that can provide benefits to both (ecosystem benefits), such as protection of riparian areas. During the Term of this Agreement, Bonneville commits to make \$5 million in capital funds available to the Tribe for fish and wildlife land acquisitions that satisfy Bonneville's capitalization criteria and successfully complete the federal acquisition procedures and regulations, discussed in section I.B.3, below. Bonneville understands and agrees that the Tribe intends to focus its acquisition efforts on securing property within its reservation boundaries; *however*, other appropriate acquisitions are not precluded.

B. Project Administration

1. *Annual Expense Projects*
 - a. Bonneville's funding commitments to the Tribe, beginning in FY 2024, are set out in Attachment B to this Agreement.
 - b. Inflation. The Parties agree to an annual inflation rate of 2.5% beginning in FY 2025, reflected in the expense budgets shown in Attachment B; *provided*, that the Parties shall meet and confer in the fifth year of the Term of this Agreement to determine whether any adjustment to the annual inflation rate is appropriate based on actual inflation during the first five years of the Agreement as well as the pace and level of spending under the Agreement to date.
 - c. Budget Flexibility. Attachment B funds (1) may be reallocated across different projects or fiscal years pursuant to the budget flexibility rules in I.B.1.c.i–iii below, however, the total amount of funds that can be spent on expense projects in a single fiscal year – including any unspent funds from any prior fiscal years – shall not

exceed 120% of the budgeted amount for that year set forth in Attachment B; or (2) may be moved into the Land Acquisition Fund pursuant to I.B.1.e below.

- i. Out-year Pre/Reschedule – Preschedules and reschedules are defined as the transfer of funds for a project to an earlier or future period, respectively. Preschedules and reschedules of a project's working budget (e.g., changes to budget timing) will be allowed so long as the funds are not currently obligated and adjustment is consistent with the Tribe's annual budget cap shown in Attachment B.
 - ii. Budget-transfer – Budget-transfer means the transfer of funding from one project to another in the same or different years. Budget transfer may be allowed through mutual agreement so long as the funds are not currently obligated and the adjustment is consistent with the budget cap.
 - iii. Obligated Funds - Funds included in a currently open contract are considered obligated funds and may not be rescheduled or transferred until they are de-obligated. Upon completion of contract deliverables (including status and annual reports) and payment of a final invoice, any savings (remaining contract balance) will be de-obligated from the contract and returned to the project budget and may at that point be obligated to another contract or fiscal year. If the Tribe does not implement a work element or task in an open contract, Bonneville may agree to de-obligate the funds for that deliverable within the open contract period and make those funds available for other work. Project managers should expect a delay between the end of a contract and the return of excess funds to the project budget. Uncompleted work element deliverables and funds associated with them may be rescheduled from one year to the next via modification to the current contract and inclusion in the subsequent contract.
 - iv. The Parties agree to meet and confer in five years (during FY 2028) to discuss, and as needed to modify, the allocation of the budgets established in Attachment B across the remaining years of the Agreement or among Attachment B projects or both, including with respect to unspent funds. *Provided*, this conferral and any reallocation of the budgets established in Attachment B does not constitute a commitment or obligation for Bonneville to provide supplemental funding beyond what it has committed to provide at the outset of this Agreement.
- d. Project Implementation and Procurement
- i. Each project will be implemented via one or more contracts or financial assistance awards. The appropriate procurement vehicle will be determined based on the planned work and consistent with Bonneville's procurement

guidance and policies.² The terms contained in the contract or financial assistance award will be adhered to by Bonneville and the Tribe (e.g., timely invoicing and payment, timelines associated with contract close-out, etc.).

- ii. Site-specific environmental review will occur on a project-by-project basis or as Bonneville determines is necessary.
- iii. Nothing in this Agreement supersedes federal procurement law.
- e. Unspent Expense Funds. The Parties agree that, at the request of the Tribe, any portion of unspent expense budgets may be moved into the Land Acquisition Fund (I.B.3, below) as capital that will be available for the remainder of the Term of this Agreement. However, the Tribe understands that the amount of unspent funds associated with a contract in any given fiscal year cannot be calculated until after that contract has been closed (all invoices submitted and reimbursed), and that such unspent funds are not available to move pursuant to these expense budget rules until that time. Therefore, time is of the essence with respect to submission of invoices for reimbursement and Bonneville's ability to close fiscal year contracts promptly.
- f. Cost Share. The Parties understand that the Tribe and others are currently expending substantial funds to protect and enhance fish and wildlife species or their habitats in close proximity to where the Bonneville funds will be applied. Bonneville supports and the Tribe commits to continue its efforts to secure or support funding for fish and wildlife from non-Bonneville sources, including cost-share.

2. *Hatchery Funding and Future Agreements*

- a. Bonneville will provide \$40 million in capital funding for hatchery construction during the Term of this Agreement. These funds will be allocated as appropriate between the two hatchery projects (Attachment C) in accordance with discussions with the Tribe. Parties will strive to keep total design, permitting, and construction costs of the two hatchery projects within \$40 million.
- b. No inflation adjustment will be applied to the capital funding commitment for the two hatcheries. If the hatchery capital commitment is no longer expected to be sufficient to cover costs at the time of construction, the Parties will work together to address any capital shortfall in a mutually satisfactory manner, which may include Bonneville's agreement to allow the Tribe to reallocate portions of its expense project budgets to address the capital shortfall.
- c. Upon completion and final acceptance of the second of the two hatcheries to be constructed under this Agreement, if any portion of Bonneville's \$40 million capital funding commitment remains unspent, that amount will be added to the Land

² Bonneville's Financial Assistance Instructions are currently found here: [Financial Assistance Instructions Manual - Bonneville Power Administration \(bpa.gov\)](#). Bonneville's Purchasing Instructions are currently found here: [Bonneville Purchasing Instructions - Bonneville Power Administration \(bpa.gov\)](#). Both may be updated from time to time.

Acquisition Fund and made available for that purpose for the remainder of the Term of this Agreement.

- d. If a hatchery project or facility identified in this Agreement is not able to be implemented, Bonneville may but is not obligated to fund a replacement or alternative project, and the unused hatchery capital funds will not be shifted to expense projects. The Parties will make their best efforts to identify and agree upon a mutually satisfactory replacement or alternative capital project.
- e. The Parties understand and agree that a final decision to construct and implement the new hatchery projects and facilities described in this agreement is contingent on satisfactory completion of numerous additional processes and due diligence steps (including but not limited to: hatchery design and review processes, permitting, confirmation of right to adequate quantity and quality of water, environmental compliance, and contractor selection) and that additional implementation agreements will be necessary to facilitate completion of such processes and steps.
- f. The Parties agree Bonneville will provide annual expense operations and maintenance funding for each hatchery once completed commensurate with the portion of the hatchery used to fulfill Bonneville's fish and wildlife obligations. The amount of such funding will be negotiated prior to construction. The Parties agree that hatchery design will be mindful of long-term operation and maintenance ("O&M") costs. When designing hatchery elements, the Parties agree to consider alternatives to reduce O&M costs as well as to improve operational and environmental efficiencies and function.
- g. The Parties further agree to enter into additional agreements to clarify roles and responsibilities related to hatchery design and construction and long-term O&M.

3. *Land Acquisitions*

a. Funding.

- i. Bonneville will provide \$5 million in capital funding for capitalized land acquisitions during the Term of this Agreement. These capital funds establish a discrete "Land Acquisition Fund" for the Term of this Agreement.
- ii. The Tribe may acquire lands for the permanent protection of fish and wildlife using funds from its annual expense budget or from the Land Acquisition Fund.³
- iii. Funds in the Land Acquisition Fund are for the sole purpose of acquisition and permanent protection of fish and wildlife habitat.
- iv. The Parties agree that each land acquisition under this Agreement must provide for perpetual protection of fish and wildlife habitat, unless and until Bonneville determines it no longer has a mitigation need associated with the acquisition, and that Bonneville shall receive a real property interest in each property (a

³ Bonneville's fish and wildlife capitalization policy is available here: <https://www.bpa.gov/-/media/Aep/about/internal-policy-library/policy-212-10-fish-and-wildlife-capitalization.pdf>.

conservation easement if the Tribe acquires fee title, and third-party rights of enforcement if the Tribe acquires a conservation easement).

- v. Fee-to-Trust. The Parties agree that the Tribe may seek to convey lands acquired under this Agreement to the United States to be held in trust. The Tribe and Bonneville will coordinate to ensure that the protection of fish and wildlife habitat and the property's conservation values continue to be recognized as set forth in any easement and consistent with this Agreement.
- vi. Acknowledgement of Permanent Credit. The Parties agree that Bonneville's capital funding policies govern the use of capital funds, and certain criteria must be met before expenditures can be made, including that the property interest acquired must provide a measurable benefit and irrevocable credit against Bonneville's legal obligation to mitigate for the effects of the FCRPS on fish and wildlife. The Parties agree Bonneville reserves the right to credit land acquired using the Land Acquisition Fund against its obligations, at its sole discretion, after discussion with the Tribe.
- vii. Other. The Parties agree to confer when requested by either Party, to discuss any additional opportunities for land acquisitions that could be completed during the Term of this Agreement.

b. Administration and Due Diligence.

- i. The Parties understand and agree that federal real property acquisition procedures and regulations shall govern the acquisition of land under this Agreement, and Bonneville cannot commit to acquire any particular parcel until satisfactory completion of that process, including environmental compliance, for each property that the Parties agree to pursue.
- ii. The Parties acknowledge that Bonneville's due diligence includes, but is not limited to, compliance with Bonneville's internal land acquisition policies, the Uniform Relocation Assistance and Real Property Acquisition Policy Act, 42 U.S.C. § 4601 *et seq.*, federal appraisal standards and federal environmental compliance requirements.
- iii. The Parties may decide an additional implementation agreement is appropriate to define the roles and identify the steps necessary for successful completion of land acquisitions with the capital funds provided under this Agreement.

C. Northwest Power and Conservation Council and Independent Science Review Panel Review.

1. *Expense Projects*

- a. Categorical Reviews. For expense projects implemented under this Agreement, the Tribe agrees to active and good-faith participation in the Independent Scientific Review Panel's ("ISRP") review of such projects (i.e., "categorical reviews") conducted pursuant to 16 U.S.C. § 839b(h)(10)(D).

- b. Council Recommendations. The Parties will consider reasonable adjustments to expense projects based on Council recommendations that result from ISRP reviews conducted pursuant to 16 U.S.C. § 839b(d)(h)(10)(D). A decision to make such reasonable adjustments will require agreement of both Parties.
2. *Hatchery Projects*
 - a. Step Review Process. As the proponent of the new hatchery projects and facilities under this Agreement, the Tribe agrees to participate in applicable ISRP and Council 3-step review processes, including master planning, etc., recognizing that the ultimate decision to implement is for Bonneville subject to the terms of this Agreement. Capital funding for any new hatchery project is subject to these review processes. The Parties will consider reasonable adjustments to hatchery projects based on ISRP and Council recommendations. A decision to make such reasonable adjustments will require agreement of both Parties.

II. Adequacy of Legal Compliance; Forbearance; Disputes and Withdrawal

- A. Adequacy.** The Tribe affirms that, for the Term of this Agreement, the combined package of actions and commitments included in this Agreement and the Settlement Agreement is adequate to resolve the Tribe's claims in the Tribal Litigation, as defined in the Settlement Agreement, as well as address any and all Bonneville duties related to:
- conserving listed salmon and steelhead, including avoiding jeopardy and adverse modification of designated critical habitat under the ESA, and
 - protection, mitigation, enhancement and equitable treatment of fish under the Northwest Power Act.

To the extent that the Tribe participates in legal, administrative, policy, or technical forums during the Term of this Agreement, the Tribe covenants it will maintain and hold out this affirmation in such forums.

1. *Relation to P2IP*. The Parties acknowledge that the Tribe's affirmation of adequacy, above, is premised not only on the commitments contained in this MOA, but also on the Settlement Agreement; *and further*, that Bonneville's willingness to enter into this MOA is contingent on the Tribal Litigation being stayed or administratively closed in the U.S. District Court for the District of Oregon or dismissed without prejudice to reinstatement (or administratively closed or stayed) in the Ninth Circuit Court of Appeals, as discussed further below.
2. The Tribe further agrees that the hatchery commitments under this Agreement are adequate for 30 years from the effective date of this Agreement, and that the Tribe will not seek additional funding from Bonneville for new hatchery facilities or programs

during that time. *However*, nothing in this provision is intended to prevent (1) the Tribe from pursuing additional anadromous fish hatchery facilities or programs through Section IV of the Settlement Agreement (“P2IP Funding & Implementation Commitments”) or with funds made available therein; or (2) the Parties from discussing potential additional anadromous hatchery needs as part of the conferral provided for in Section IV.1 of the Settlement Agreement.

B. Forbearance from Positions Contrary to Affirmation of Adequacy.

1. The Tribe covenants that during the Term of this Agreement:
 - a. Subject to the Settlement Agreement, the Tribe will not initiate, join in, or support in any manner suits challenging the legal sufficiency of the 2020 Columbia River System Operations Environmental Impact Statement Record of Decision, associated ESA consultations, or conforming implementing Records of Decision.
 - b. So long as the Agreement is being implemented, the Tribe will not initiate, join in, or support in any manner suits challenging Bonneville’s compliance with its legal duties to fish and wildlife resources affected by development or operation of the FCRPS, or to the Tribe with respect to such fish and wildlife resources.
 - c. During the Term of this Agreement, the Tribes agree to not assert in any forum including, but not limited to, Bonneville rate cases, formal or informal administrative processes, and in court litigation, that Bonneville has failed or will fail to provide sufficient funding to meet its fish and wildlife obligations. This means, for example, that the Tribe agrees not to request or assert the need for Bonneville to increase fish or wildlife funding in such processes during the Term of this Agreement, and that the Tribe will not make such requests or assertions in future rate making/approval/review proceedings based on alleged infirmities in prior ratemaking/approval/review proceedings.

C. Consistent Participation in Council Processes. During the Term of the Agreement, the Tribe and Bonneville will submit recommendations or comments or both in relation to Council Program amendments that are consistent with this Agreement, including the Tribe’s affirmation of adequacy and confirmation that the actions committed to in this Agreement, together with the commitments of the Settlement Agreement, adequately address any Bonneville role with respect to Council Program provisions or recommendations related to the need for increased mitigation in the upper Columbia and salmonid reintroduction in the upper Columbia blocked area. This means that the Tribe will not propose or support additional Bonneville actions or funding in Council processes consistent with this Agreement.

However, neither the Tribe nor Bonneville waive the right to assert that, if adopted by the Council based on its own recommendations, or recommendations of third parties, an

amendment that is contrary to this Agreement is either lawful or unlawful under the Northwest Power Act, or any other law, is justified or unjustified on a factual, biological, technical, or other basis, or is supportable as a policy or financial matter, provided they act consistent with the terms of this Agreement.

D. Dispute Resolution. The Parties agree to use best efforts to pursue the good faith implementation of this Agreement. In the event of any disagreement or dispute arising out of or relating to this Agreement, however, the Parties agree to pursue a good faith resolution of that disagreement or dispute through informal negotiation before resorting to formal dispute resolution procedures, in accordance with the provisions below.

1. **Point of Disagreement.** A Party may raise a point of disagreement arising out of or relating to this Agreement by giving written notice thereof to the other Party. The written notice shall include a summary of the disagreement, the Party's position on the appropriate resolution(s) of the disagreement, and any documents or supporting material that assist in describing the disagreement or supporting the Party's position on an appropriate resolution. The Parties agree to strive to provide notice of any point of disagreement at the earliest opportunity. They further agree that all reasonable requests for information made by one Party to the other during the negotiation process laid out below will be honored, with Bonneville treating "reasonable" within the context of what would be released under the Freedom of Information Act.
2. **Informal Dispute Resolution – Negotiation.**
 - a. The Parties will first work to resolve the point of disagreement through negotiation at the staff level. If the Parties are unable to agree on a resolution after preliminary negotiation at the staff level, a Party may request consultation with both Parties' senior leadership to help clarify the matter and the Parties' respective interests and positions in reaching a resolution. If resolution is still not achieved, the negotiation shall be elevated to senior leadership for each Party.
 - b. Only if negotiation at the staff level is unsuccessful may a Party elevate the negotiation to the senior leadership level by giving the other Party written notice thereof. Senior leadership for the Parties will make every reasonable effort to negotiate a mutually agreeable resolution.
3. **Formal Dispute Resolution – Mediation.** If the Parties are unable to achieve resolution of a disagreement or dispute after complying with the informal dispute resolution provisions above, a Party may request formal mediation. Mediation will occur using a mutually agreed upon mediator. The mediator will not render a decision but will assist

the Parties in reaching a mutually satisfactory resolution. The Parties agree to share equally the costs of the mediation.

E. Withdrawal; Termination. Any Party may withdraw from or seek to renegotiate this Agreement in the following circumstances:

1. In the event of termination of the Settlement Agreement for any reason.
2. If any court (regardless of appeal) requires Bonneville to take actions that materially constrain Bonneville from meeting any of its obligations under this Agreement.
3. In the event of material noncompliance with this Agreement, or the initiation of litigation by the Tribe challenging the sufficiency of the measures or actions included within this Agreement to meet Federal obligations under the ESA, NEPA, Northwest Power Act, or the CWA.
4. *Effect of Withdrawal:*
 - a. In the event of a Party's withdrawal from this Agreement, Bonneville will continue to fund implementation of such actions that it determines are necessary and appropriate for its legal compliance.
 - b. Further, upon a Party's withdrawal, all funding commitments and covenants made in this Agreement cease; however, the Party's liabilities and obligations under project contracts or financial assistance awards effective on the date of withdrawal remain in effect unless and until altered pursuant to the terms and procedures of such contract or financial assistance award.
 - c. Further, upon either Party's withdrawal, each Party reserves all legal arguments, claims, and defenses, and this Agreement cannot be used as an admission, concession, or evidence.

III. Good-faith Implementation; Coordination. The Parties agree to work together in partnership to implement the mutual commitments in this Agreement. Although neither Bonneville nor the Tribe is relinquishing its respective authorities through this Agreement, they commit to make best effort to confer with each other prior to making decisions in implementation of this Agreement.

IV. Other Provisions.

- A. Effective Date.** This Agreement is effective upon the last of the court orders that stay, administratively close, or dismiss all of the Tribal Litigation identified in the Settlement Agreement⁴ and once signed by each Party.
- B. Term.** The Term of this Agreement extends from its Effective Date through the end of FY 2033, which is September 30, 2033, unless a Party withdraws or the Agreement is otherwise terminated early under II.E. The Parties anticipate this Agreement will be followed by similar long-term successor agreements and intend, therefore, to meet before the expiration of this Agreement to work out a new successor agreement.
- C. Applicable Law.** All activities undertaken pursuant to this Agreement shall be in compliance with all applicable laws and regulations. No provision of this Agreement will be interpreted as or constitute a commitment or requirement that Bonneville take any action in contravention of law, including the Administrative Procedure Act, the National Environmental Policy Act, the Endangered Species Act, Federal Advisory Committee Act, Information Quality Act, or any other procedural or substantive law or regulation. Federal law shall govern the implementation of this Agreement and any action brought pursuant to it.
- D. Third Parties.** No third-party beneficiaries are intended or created by this Agreement.
- E. Amendments.** The Parties may agree to amend this Agreement, provided that any such amendment must be in a writing signed by the Parties.
- F. Waiver.** The failure of a Party to require strict performance of any provision of this Agreement, or a Party's waiver of performance of any provision of this Agreement, shall not be a waiver of any future performance or of a Party's right to require strict performance in the future.
- G. Uncontrollable Force.** The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party

⁴ "Tribal Litigation" refers to the Coeur d'Alene Tribe's Petition for Review (Doc. 11938199) filed in *Coeur d'Alene Tribe v. Bonneville Power Administration*, 20-73762 (9th Cir. Dec. 23, 2020), the Spokane Tribe of Indians' Petition for Review (Doc. 11944854) filed in *Spokane Tribe of Indians v. Bonneville Power Administration*, 20-73775 (9th Cir. Dec. 24, 2020), the Coeur d'Alene Tribe's Complaint-In-Intervention (ECF 2330) filed in *NWF v. NMFS*, 3:01-cv-640-SI (D. Or. Mar. 23, 2021), and the Spokane Tribe of Indians' Complaint-In-Intervention (ECF 2320) filed in *NWF v. NMFS*, 3:01-cv-640-SI (D. Or. Feb. 25, 2021).

from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

1. strikes or work stoppage;
2. floods, earthquakes, or other natural disasters; terrorist acts; epidemics, pandemics and
3. final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. If the Uncontrollable Force cannot be eliminated or addressed, the Party may consider withdrawal pursuant to section I, below.

- H. Tribal Trust.** The Parties agree that nothing in this Agreement is intended to nor shall in any way abridge, abrogate, or resolve any rights reserved to the Tribe. The Parties agree that this Agreement is consistent with rights of the Tribe and the United States' trust obligation to the Tribe but does not create an independent trust obligation.
- I. Notice.** Notices under this Agreement shall be in writing, delivered personally to the persons listed below, or shall be deemed given 5 days after deposit in the United States mail, addressed as follows, or at such other address as either Party may from time to time specify to the other Party in writing. Notices may be delivered by electronic means, provided that they are also delivered personally or by mail. The addresses listed below can be modified at any time through written notification to the other Party.

Notices to the Coeur d'Alene should be sent to:

Director, Natural Resources Department
Coeur d'Alene Tribe
PO Box 408
Plummer, ID 83851
Phone (208) 686-1009

Notices to Bonneville should be sent to:
Executive Manager, Fish and Wildlife
Bonneville Power Administration, EW-4
PO BOX 3261
Portland, OR 97208-3261
Phone (503) 230-3000

J. List of Attachments.

Attachment A – Fish and Wildlife Project Abstracts
Attachment B – Expense Project Planning Budgets
Attachment C – General Description of Hatchery Projects

K. Authority. Each Party to this Agreement represents that it has legal authority to execute and implement this Agreement.

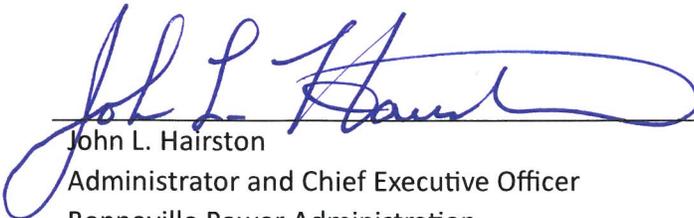
SIGNATURES



Chief J. Allan
Chairman
Coeur d'Alene Tribe

2-22-24

Date



John L. Hairston
Administrator and Chief Executive Officer
Bonneville Power Administration

2/22/24

Date

ATTACHMENT A

Fish and Wildlife Project Abstracts

1. Coeur d'Alene Subbasin Initiative (Expands ongoing Project #1990-044-00)

Abstract: This project is designed to address a high priority objective in the Coeur d'Alene Subbasin (2A2): to protect and restore remaining stocks of native resident westslope cutthroat trout (*Oncorhynchus clarki lewisi*) to ensure their continued existence in the basin and provide harvestable surpluses of naturally reproducing adfluvial adult fish in target watersheds. This project supports implementing large-scale habitat enhancement initiatives to improve watershed health and ecosystem conditions and function with objectives tiered to the Intermountain Province Objectives 2A1-2A4 and to the Columbia River Basin Goal 2A that addresses resident fish substitution for anadromous fish losses (Intermountain Province Subbasin Plan 2004).

Primary project goals are: 1) increase production of WCT in target watersheds through restoration of landscape processes; 2) minimize competitive and predatory impacts from nonnative fishes; and 3) inform the effectiveness of restoration actions in recovering native salmonid populations through monitoring techniques at watershed and sub-drainage scales.

Project activities are focused on completing specific habitat enhancement projects in prioritized areas and non-native species control efforts to address limiting factors for native fish production in targeted watersheds. Watershed restoration strategies will seek to replicate the successful approach implemented through BPA project 1990-044-00 in focal watersheds located on the Reservation and the ceded territories of the Coeur d'Alene Tribe. Additional emphasis will be focused to support recovery of threatened bull trout and increase the spatial distribution of cutthroat trout production within and across target watersheds of the Coeur d'Alene basin to ensure persistence of a metapopulation structure that is more resistant to natural, localized disturbances and capable of supporting harvest opportunities. This project will include research and monitoring if necessary to identify target watersheds and resolve uncertainties in recovering native salmonids to achieve conservation and harvest objectives in these priority areas.

Funding will be used to implement necessary and appropriate restoration measures which could include, for example, land or conservation easement acquisitions. Funding will also support construction and operations of a native plant container nursery to provide all the plant materials used for on the ground restoration efforts supported within the BPA project portfolio for the Tribe. Project work will seek to leverage monies and on the ground restoration efforts into cost-share opportunities with the Coeur d'Alene Basin Restoration Partnership which is governed by a Trustee Council (Coeur d'Alene Tribe, USDA Forest Service, State of Idaho and DOI) and charged with implementing restoration to address injury of natural resources as a result of mine-waste contamination emanating from the Coeur d'Alene River drainage.

Funding for this project may be used to support the planning for a westslope cutthroat trout conservation aquaculture facility as described in Attachment C. The Coeur d'Alene Tribe and

Bonneville agree that a conservation aquaculture facility to assist with the restoration of genetically distinct populations of cutthroat trout to multiple streams should be constructed in order to support conservation goals for these species, as well as harvest objectives.

Target Habitat/Population: Stream, wetland and riparian habitats/Westslope cutthroat trout, Bull trout

Project Benefits: Improving trends for key habitat indicators will increase production potential for spawning and early rearing life stages of the target species. Watershed specific performance standards have been developed which reflect desired future conditions that are functionally equivalent to the potential natural community and support the recovery goals for target species. Sustainable and harvestable populations of native fish in target watersheds are the desired end-point. Specific project benefits include:

- (1) Increased spatial distribution of cutthroat trout production within and across target watersheds of the Coeur d'Alene basin to ensure persistence of a metapopulation structure that is more resistant to natural, localized disturbances.
- (2) Restored connectivity of core production areas through amelioration of limiting factors in corridor habitats that promote dispersal and improved rearing capacity.
- (3) Increased densities of cutthroat trout in restored mainstem and tributary reaches that approach those densities found in reference reaches where habitat attributes linked to favorable cutthroat survival and growth are more prevalent.
- (4) Augmentation of the adfluvial life-history strategy to promote population resilience, via the greater reproductive potential of large migratory spawners, and resistance to localized instream disturbances, via the provision of a recolonizing source of lake-rearing fish.
- (5) Increased productivity in watersheds that support the adfluvial strategy, as estimated by numbers of out-migrating juveniles per spawner, that is reflective of improvements to carrying capacity of instream rearing environments.
- (6) Mean generational recruit-per-spawner relationships that exceed unity to promote population persistence and the potential for a harvestable surplus of adult spawners.

References: See BPA Project #1990-044-00; Intermountain Province Subbasin Plan 2004; NPCC 2020 Addendum to the 2014 Columbia River Basin Fish and Wildlife Program; Document 2020-9.

2. Albeni Falls Wildlife Mitigation: Coeur d'Alene Tribe (Ongoing Project # 1992-061-06)

Abstract: This Project was first developed to protect, restore, enhance, and maintain the long-term quality of wetland and riparian habitat as wildlife mitigation for the construction and inundation of the Albeni Falls hydroelectric project. The long-term conservation potential for the Project is focused on the protection of existing high quality wetland habitat and associated target species, but also includes protection of habitat with a high restoration potential. High quality floodplain and riparian habitats, including cottonwood forests, emergent wetlands, and scrub-

shrub wetlands protected under the Project will be perpetually protected and managed for all species that depend on these habitat types for all or a portion of their life history requirements. The Coeur d'Alene Tribe seeks to address the long-term conservation and management of wetland, riparian and associated upland habitats in the Coeur d'Alene subbasin and the Idaho portion of the Spokane subbasin through this Project. The Tribe recognizes, in general, the continued decline in wetland and riparian habitat and the increased level of human encroachment on this diminishing natural resource. The Tribe also seeks to enhance existing high-quality wetland and riparian habitat and restore hydrologic function to previously impacted sites that have high restoration potential.

Funding will be used for the continuing long-term operation and management activities of mitigation lands purchased through this Project. Properties acquired to date by the Coeur d'Alene Tribe fall into two general categories; those that are viewed as serving a functional conservation role with limited enhancements and others that maintain a high potential habitat value but require larger and broader scale enhancement activities to realize their potential. Operation and maintenance activities on mitigation lands cover tasks such as native plantings, vegetative thinning, agricultural road and drain tile removal, noxious weed control, sharecropping, debris removal, trespass investigation and prevention, property boundary issues and general equipment maintenance. Wetland enhancement projects that will increase surface depression areas, plug agricultural drainage channels, establish berms with head gates to hold additional runoff, and increase abundance and diversity of native wetland plants will also be implemented on mitigation lands through this project.

Target Habitat/Population: Wetland and riparian habitats/Various associated species

Project Benefits: Wetland and riparian habitat protection will address many of the limiting factors affecting fish and wildlife resources identified in the subbasin plans. Habitat fragmentation resulting from increased development can be curtailed in some areas by protecting critically important habitat. Wetland diversity and quality may be increased by the Tribe's focused habitat protection projects. Increased nutrient levels resulting from livestock grazing and other agricultural practices can be mitigated by the protection of wetland areas, which serve as natural filters to increased sediment and nutrient input. Successful habitat restoration and enhancement measures, such as tree and shrub planting, hydrologic restoration, wetland restoration, invasive weed control, and fencing are expected to have positive effects on water quality and reduce erosion and water temperatures.

References: See BPA Project #1992-061-06; Intermountain Province Subbasin Plan 2004; NPCC 2020 Addendum to the 2014 Columbia River Basin Fish and Wildlife Program; Document 2020-9.

3. Hangman Watershed Initiative (Expands ongoing Project # 2001-032-00/2001-033-00)

Abstract: This project will implement watershed restoration efforts in the Hangman Creek watershed to enhance resident fish populations that provide substitution for anadromous fish

losses. These efforts will be directed at recovering the Hangman Creek watershed as a whole and not simply the restoration or enhancement of a single species since the production of resident salmonids depends heavily on the integrity of watershed/ecosystem functions. Watershed restoration efforts will involve the recovery of hydrologic functions disrupted by current land management practices, expansion of resident salmonid populations and restoration of wildlife habitats.

One of the highest priorities in the Spokane Sub-basin Plan is to protect and restore remaining stocks of native resident Redband trout to ensure their continued existence in the sub-basin and provide harvestable surpluses of naturally reproducing adult fish from Hangman creek and its tributaries. The goal of the initiative is twofold: 1) to support improved population condition of redband trout by increasing their spatial distribution within and across target watersheds of the Spokane Subbasin to ensure persistence of a metapopulation structure that is more resistant to natural, localized disturbances and capable of supporting harvest opportunities; and 2) restore landscape processes and aquatic habitats to prepare the watershed for the return of anadromous salmon to their historical range within the Tribal homelands. The project objectives are tiered to the Intermountain Province Objectives 2A1-2A4 and to the Columbia River Basin Goal 2A that addresses resident fish substitution for anadromous fish losses (Intermountain Province Sub-basin Plan 2004). Primary project goals are: 1) increase production of redband trout in target tributaries within the watershed through restoration of landscape processes; 2) minimize competitive and predatory impacts from nonnative fishes; and 3) inform the effectiveness of restoration actions in recovering native salmonid populations through monitoring techniques at watershed and sub-drainage scales.

Project activities are focused on restoring valley bottom, floodplain and wetland habitats, and associated uplands to promote hydrologic functions that will increase base flows and reduce factors that limit the expansion of current redband trout populations in the watershed. Habitat restoration and enhancement activities employ the seven highest ranked strategies for addressing this objective within the low elevation watersheds that have been ranked with the greatest deviation from the reference habitat conditions for Redband trout within the Spokane sub-basin (Intermountain Province Sub-basin Plan 2004). This project will improve stream channel stability, habitat complexity and stream/ groundwater interaction through habitat restoration and enhancement. In addition, the project will evaluate restoration effectiveness in reaching and maintaining performance standards. Strategies focus on addressing the factors limiting fish production that have been identified in watershed assessments and the Sub basin Plan, including: riparian function, stream channel stability, instream habitat complexity, fine sediment and summer water temperature. We hypothesize that improving trends for key habitat indicators will increase production potential for spawning and early rearing life stages of the target species. Watershed specific performance standards have been developed which reflect desired future conditions that are functionally equivalent to the potential natural community and support the recovery goals for this project.

Funding will support construction and operations of a native plant container nursery to provide all the plant materials used for on the ground restoration efforts supported within the BPA project

portfolio for the Tribe. Funding will be used to implement necessary and appropriate restoration measures which could include, for example, land acquisition, conservation easements, or other habitat restoration actions in the watershed to support native ecosystem/watershed function. Project work will seek to leverage monies and on the ground restoration efforts with USDA NRCS, Soil Conservation districts, Trout Unlimited, Avista and other partners.

Target Habitat/Population: Stream, wetland and riparian habitats/Redband trout

Project Benefits: Our goal is to maintain abundance, productivity, life-history diversity, and spatial structure of Redband rainbow trout populations within the Hangman Creek watershed that will ensure a viable, persistent overall meta-population structure and provide sustainable numbers of harvestable adults. Implicit in this goal is the maintenance or promotion of functioning ecosystem processes within stream environments that support suitable spawning and rearing habitat for Redband trout. Specifically, the Fisheries Program's enhancement, restoration, and RME activities are anticipated to provide the following benefits:

- (1) Increased spatial distribution of Redband trout production within and across target watersheds of the Hangman Creek watershed to ensure persistence of a metapopulation structure that is more resistant to natural, localized disturbances;
- (2) Restored connectivity of core production areas through amelioration of limiting factors in corridor habitats that promote dispersal and improved rearing capacity;
- (3) Increased densities of Redband trout in restored mainstem and tributary reaches that approach those densities found in reference reaches where habitat attributes linked to favorable Redband survival and growth are more prevalent;
- (4) Improvement of water quality parameters such as; decrease in TSS; decrease in nutrients; decreased water temperatures; and increased dissolved oxygen throughout the watershed that works toward targets set forth by TMDL implementation as well as the goals of this project.
- (5) Progress toward connecting the Redband trout populations of Upper Hangman Creek in Idaho to those in other areas of the Spokane basin and restoring lost life-history strategies to promote population resilience, via the greater reproductive potential of large migratory spawners, and resistance to localized in-stream disturbances.

References: See BPA Project #2001-032-00 and Project #2001-033-00; Intermountain Province Subbasin Plan 2004; NPCC 2020 Addendum to the 2014 Columbia River Basin Fish and Wildlife Program; Document 2020-9.

4. Compensatory Harvest Fisheries (Expands ongoing Project # 2007-024-00)

Abstract: This project provides fishing opportunities that (1) address fish substitution objectives and (2) benefit wild resident fish populations through reduced fishing pressure to partially mitigate for lost anadromous fisheries. This project complements ongoing restoration efforts in the Coeur d'Alene and Spokane subbasins by maintaining fisheries in isolated ponds using planted triploid rainbow trout. The objectives are tiered to the Intermountain Province objectives and to

the Columbia River Basin goal that addresses resident fish substitution for anadromous fish losses. This project helps meet a high priority Spokane Subbasin Objective (2C3): Supplement non-self sustaining fish species to provide recreational and subsistence fisheries through a strategy of maintaining and increasing the number of trout fishing opportunities in ponds. This objective is linked to the Columbia River Basin Goal (2C): Administer and increase opportunities for consumptive and non-consumptive resident fisheries for native, introduced, wild and hatchery reared stocks that are compatible with the continued persistence of native resident fish species and their restoration to near historic abundance (includes intensive fisheries within closed or isolated systems). This project is also tiered to the Coeur d'Alene Subbasin Objective (2C2) – Reduce pressure on native resident fish populations by maintaining fisheries for introduced species at an annual harvest of greater than 20,000 rainbow trout in Tribal catch-out ponds.

This project will implement a culturally relevant approach to compensatory harvest by incorporating educational programming, community engagement and cultural harvest fisheries for salmon. Collectively, these actions will provide fishing opportunities that help the Coeur d'Alene People retain their cultural heritage as it relates to sm̓l̓ich (Salmon). The project includes "Sm̓l̓ich In the Classroom" (SIC) programming to provide culturally relevant educational resources that connect youth—pre-kindergarten through 8th grade students—to the salmon lifecycle. The project also supports operations and maintenance of the 'Nik'wln (a place for fish to grow) Room to provide additional support and capacity for the SIC program. The vision is to utilize the 'Nik'wln Room as an extension of the classroom to provide a suitable location for a vocational education program in conjunction with the local high school for students interested in fisheries science and aquaculture. This project seeks to recruit and train high school interns currently enrolled in a Natural Resources Career Pathway program to complete the daily operations at the 'Nik'wln Room and to expand the SIC program such that up to 10,000 chinook salmon can be raised annually for release during a community Salmon Celebration each year.

This project includes objectives for providing an annual release of 500 or more adult salmon for tribal member harvest within the cultural territories of the Coeur d'Alene Tribe. Project success will be dependent on the development of an aquaculture facility intended to produce and release 150,000 (+/- 50,000) yearling Chinook salmon upstream of Chief Joseph Dam. Subsequent returning adults will be collected at the interim collection facility to be located at Chief Joseph Dam, and transported directly to release locations, or to adult holding facilities while being cleared for release into tribal waters. Production levels will be evaluated continuously, and may change in order to meet tribal harvest objectives in out years

Funding will be used for put and take fisheries and educational programming. A cultural fishery for Tribal members is provisioned through securing surplus donor stocks of adult salmon and holding, health screening, and transporting these fish to release sites. A rearing facility to support juvenile releases of Chinook salmon will be built on Tribal property so that access to returning adults can support cultural harvest objectives on a consistent basis.

Target Population: Chinook salmon

Project Benefits: Provide put and take fishing opportunities on the Coeur d'Alene Reservation; Provide an annual release of adult salmon for a cultural fishery within the cultural territories of the Coeur d'Alene Tribe; Implement an educational aquaculture program to rear up to 10,000 Chinook salmon eggs in classroom facilities with the participation of local schools, grades pre-k through 12; Provide internships to students designed to support their entry into a post-secondary education in the sciences; Provide a consistent supply of hatchery adult spring Chinook salmon for release within the cultural territories of the Tribe.

References: See BPA Project #2007-024-00; Intermountain Province Subbasin Plan 2004; NPCC 2020 Addendum to the 2014 Columbia River Basin Fish and Wildlife Program; Document 2020-9.

5. Regional Project Coordination (Ongoing Project #200901000)

Abstract: This project supports the Coeur d'Alene Tribe's participation in regional fish and wildlife forums related to the Northwest Power and Conservation Council's (NPCC) Fish and Wildlife Program. These activities include policy analysis, meeting participation, discussion paper development, and presentation of information to other managers and interested groups, including NPCC, Bonneville Power Administration, Upper Columbia United Tribes, 13 Lower River Tribes, Independent Scientific Review Panel, and others. Technical reviews of the NPCC's Fish and Wildlife Program and other projects within the region are also funded through this project. Projects are reviewed for technical merit, and comments are prepared on a variety of regional Fish and Wildlife projects throughout the Columbia River basin. The project also supports providing direction to and development of Fish and Wildlife outreach programs that will produce events to educate Tribal members and the general public about the Coeur d'Alene Tribes Fish and Wildlife Program. These activities can include tours, workshops, and events with associated brochures and poster boards.

Funding will be used to cover staff time for participation in regional and internal meetings related to the NPCC's Fish and Wildlife Program. Staff time will also be devoted to reviewing regional plans and projects. Travel costs will be covered when needed to allow staff to attend meetings in person. Some funding is also used to promote the Coeur d'Alene Tribe's Fish and Wildlife Program through educational and outreach activities, specifically as it relates to the NPCC's Fish and Wildlife Program.

Target Habitat/Population: Resident and anadromous fisheries and wildlife

Project Benefits: This project will continue collaborative relationships that have been developed in the region throughout the implementation of the NPCC Fish and Wildlife Program. Efficiency and effectiveness of projects should increase by facilitating communication and coordination among project proponents and funding agencies within the Columbia River Basin. Overall, an increase in effective coordination should lead to an advancement in conservation and management efforts.

References: See BPA Project #2009-01-000. NPCC 2020 Addendum to the 2014 Columbia River Basin Fish and Wildlife Program; Document 2020-9.

6. Anadromous Project (New Project)

Abstract: This new project will support the Coeur d'Alene Tribe's participation in regional anadromous fisheries research and management forums, including but not limited to: The US Army Corps NWD Technical Management Team, Northwest Power and Conservation Council's Fish & Wildlife Program, Hatchery and Genetics Management Planning, ESA Planning, environmental compliance, and other processes associated to mitigation programs under the Northwest Power Act. Once hatchery operations are underway, this project will also support an anadromous hatchery evaluation and harvest monitoring program.

Funding will be used to cover staff time for participation in regional and internal meetings related to the NPCC's Fish and Wildlife Program. Staff time will also be used for planning and evaluation of the Tribe's anadromous hatchery program.

Target Habitat/Population: Columbia Basin anadromous fisheries

Project Benefits: This project will develop new collaborative relationships throughout the region under the Fish and Wildlife Program. Efficiency and effectiveness of projects should increase by facilitating communication and coordination among project proponents and funding agencies within the Columbia River Basin. Overall, an increase in effective coordination should lead to an advancement in conservation and management efforts. This project will also ensure the anadromous hatchery program meets expectations under the Fish and Wildlife Program, as well as regulatory requirements from NMFS and USFWS.

ATTACHMENT B

Fish and Wildlife Portfolio Budget Schedule

PROJECT No.*	PROJECT NAME	202x (Base Value)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Expense												
199004400	Coeur d'Alene Subbasin Initiative	\$ 4,567,601.15	\$ 2,818,036	\$ 4,416,472	\$ 5,716,472	\$ 4,053,772	\$ 4,686,607	\$ 4,552,022	\$ 4,802,022	\$ 4,802,022	\$ 4,802,022	\$ 5,026,564
199206100	Albeni Falls Dam Mitigation	\$ 1,119,305.55	\$ 908,464	\$ 1,019,795	\$ 1,158,100	\$ 1,158,100	\$ 1,158,100	\$ 1,158,100	\$ 1,158,100	\$ 1,158,100	\$ 1,158,100	\$ 1,158,100
200103200	Hangman Watershed Initiative	\$ 2,520,067.09	\$ 1,173,938	\$ 2,337,118	\$ 2,370,634	\$ 2,370,634	\$ 2,620,634	\$ 2,620,634	\$ 2,870,634	\$ 2,870,634	\$ 2,870,634	\$ 3,095,176
200702400	Compensatory Harvest Fisheries	\$ 1,353,469.07	\$ 885,195	\$ 3,046,635	\$ 920,265	\$ 970,015	\$ 1,285,430	\$ 1,285,430	\$ 1,285,430	\$ 1,285,430	\$ 1,285,430	\$ 1,285,430
200901000	Regional Project Coordination	\$ 685,503.44	\$ 444,729	\$ 712,256	\$ 712,256	\$ 712,256	\$ 712,256	\$ 712,256	\$ 712,256	\$ 712,256	\$ 712,256	\$ 712,256
	Anadromous Project	\$ 254,053.73	\$ 170,817	\$ 263,302	\$ 263,302	\$ 263,302	\$ 263,302	\$ 263,302	\$ 263,302	\$ 263,302	\$ 263,302	\$ 263,302
YEARLY EXPENSE TOTAL:		\$ 10,500,000	\$ 6,401,179	\$ 11,795,578	\$ 11,141,029	\$ 9,528,079	\$ 10,726,329	\$ 10,591,744	\$ 11,091,744	\$ 11,091,744	\$ 11,091,744	\$ 11,540,829

With inflation applied:

PROJECT No.*	PROJECT NAME	202x (Base Value)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Expense												
				2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
199004400	Coeur d'Alene Subbasin Initiative	\$ 4,567,601.15	\$ 2,818,036	\$ 4,526,883.75	\$ 6,005,868.35	\$ 4,365,469.01	\$ 5,173,137.17	\$ 5,150,195.03	\$ 5,568,873.26	\$ 5,708,095.09	\$ 5,850,797.46	\$ 6,277,490.21
199206100	Albeni Falls Dam Mitigation	\$ 1,119,305.55	\$ 908,464	\$ 1,045,289.47	\$ 1,216,728.39	\$ 1,247,146.60	\$ 1,278,325.27	\$ 1,310,283.40	\$ 1,343,040.48	\$ 1,376,616.50	\$ 1,411,031.91	\$ 1,446,307.71
200103200	Hangman Watershed Initiative	\$ 2,520,067.09	\$ 1,173,938	\$ 2,395,546.34	\$ 2,490,647.30	\$ 2,552,913.49	\$ 2,892,689.55	\$ 2,965,006.79	\$ 3,329,055.31	\$ 3,412,281.69	\$ 3,497,588.73	\$ 3,865,451.27
200702400	Compensatory Harvest Fisheries	\$ 1,353,469.07	\$ 885,195	\$ 3,122,800.94	\$ 966,853.48	\$ 1,044,600.13	\$ 1,418,874.28	\$ 1,454,346.13	\$ 1,490,704.79	\$ 1,527,972.41	\$ 1,566,171.72	\$ 1,605,326.01
200901000	Regional Project Coordination	\$ 685,503.44	\$ 444,729	\$ 730,062.61	\$ 748,314.17	\$ 767,022.02	\$ 786,197.57	\$ 805,852.51	\$ 825,998.83	\$ 846,648.80	\$ 867,815.02	\$ 889,510.39
	Anadromous Project	\$ 254,053.73	\$ 170,817	\$ 269,884.81	\$ 276,631.93	\$ 283,547.72	\$ 290,636.42	\$ 297,902.33	\$ 305,349.89	\$ 312,983.63	\$ 320,808.22	\$ 328,828.43
YEARLY EXPENSE TOTAL:		\$ 10,500,000	\$ 6,401,179	\$ 12,090,468	\$ 11,705,044	\$ 10,260,699	\$ 11,839,860	\$ 11,983,586	\$ 12,863,023	\$ 13,184,598	\$ 13,514,213	\$ 14,412,914

Note: BPA Project numbers may change over time

ATTACHMENT C

General Description of Hatchery Projects

I. Anadromous Fish Hatchery General Description

The Coeur d'Alene Tribe is proposing to develop an anadromous fish hatchery with the goal to reintroduce certain anadromous fish species to areas of their historical range where they have been extirpated, with an intent that such actions provide consistently harvestable numbers of adult salmon for tribal members to access within their aboriginal territories.

This facility is proposed to be located on property owned by the Coeur d'Alene Tribe at the physical address of 3515 S. Inland Empire Way, Spokane, WA 99224. This property is located adjacent to Hangman Creek and is within the historical range of anadromous salmonids. The property is 47 acres in size, of which 19 acres are identified for construction. The City of Spokane has recently passed a code amendment of which will allow for the construction and operation of an aquaculture facility at this location.

The property has a consumptive water right associated with it, although the Tribe anticipates most of the water use associated with operations will be identified as non-consumptive. Ground water will be the primary source of water provided by four (4) or more production wells located on the parcel. Recent groundwater production testing has determined there is at least 1,700 gallons per minute of sustained production from these wells, originating from no less than three (3) separate production zones. Given the estimated amount of available groundwater, the Tribe proposes to incorporate partial reuse of water to sustain salmonid production throughout the year while practicing water conservation. This is consistent with the Tribe's current small-scale research-focused aquaculture program that incorporates a full reuse water cycling system.

For now, Upper Columbia summer Chinook salmon are identified as the preferred species and stock of salmon to be produced at this facility to support a harvest fishery. This stock is not listed as threatened or endangered under the Endangered Species Act. It supports a significant sport fishery in the Columbia River, a significant commercial harvest in the ocean, and in any given year has surplus hatchery fish within the current anadromous zone that can provide for initial donor sources. Additionally, this stock of salmon has been identified as having the highest likelihood of success for reestablishment of anadromous summer Chinook in the habitats upstream of Chief Joseph and Grand Coulee Dam, due to their availability, adaptiveness, and current geographic range. Other anadromous fish may be identified in the future.

Production rates for summer Chinook would start at a relatively small scale until the Tribe can refine a sustainable and responsible aquaculture program. Initial production would begin at 200,000 yearling summer Chinook but the facility could be built within agreed-to budget constraints to allow the Tribe to scale up and expand in order to meet long-term project goals.

II. Resident Fish Hatchery General Description

The Coeur d'Alene Tribe is proposing to develop a resident fish hatchery with the goal of producing cutthroat trout for conservation and research purposes, with corresponding opportunities for a tribal fishery for harvest and tribal cultural purposes. The Tribe seeks to design a hatchery program that will be an effective tool for fish production that meets the Tribe's need for harvest and conservation. Specific objectives include: 1) provide fishery opportunities for the Tribe and its members; and 2) increase cutthroat population levels, increase resilience, and maintain long term conservation benefits associated with a larger population of resident fish that will also allow for a sustainable tribal fishery.

The Coeur d'Alene Tribe is proposing that the Bonneville Power Administration (BPA) fund the design, construction, operation, and maintenance of a resident fish hatchery facility located adjacent to Coeur d'Alene Lake or the St. Joe River on the Coeur d'Alene Indian Reservation. A combination of ground water and surface water will likely be used to provide the primary source of water for hatchery operations. Consideration will be given to incorporate partial reuse of water to sustain production throughout the year while practicing water conservation.

A phased approach is anticipated, which provides interim fishery benefits while the hatchery program is developed and becomes refined. Facilities would likely include a hatchery building, production raceways, broodstock raceways, and other supporting infrastructure as needed. At full production for the interim fishery, the CDA resident fish hatchery facility is envisioned to hold approximately 247,600 cutthroat trout (23,780 pounds) at various sizes and ages. Research/M&E component will allow for adaptive management strategies through time. Project benefits include: (1) providing fishery opportunities that yield increased harvestable populations; and (2) allows the Tribe to become an active participant in fishery development, fish management and fish conservation.

Planning for the facility would include revising and updating an existing Hatchery Master Plan, which was drafted in 2003, and developing a Hatchery Genetic Master Plan to inform brood stock development and stocking strategies. Site development and hatchery design involves investigation of ground water availability and considerations related to surface water use. The conceptual and final facility designs would be completed once an appropriate site is selected. Planning for the facility is anticipated during years 1-4 of the agreement, with construction anticipated during years 5-6.