FCRPS CULTURAL RESOURCE HANDBOOK

Shared Management for a Common Goal

May 2016

Executive Summary

The Federal Columbia River Power System (FCRPS) Cultural Resource Program (Program) manages the effects of the operation and maintenance (O&M) of 14 federally-owned dams and reservoirs on cultural resources in the Columbia River Basin. Stewardship of cultural resources occurs through collaboration among three Lead Federal Agencies: the U.S. Bureau of Reclamation (Reclamation), the U.S. Army Corps of Engineers (USACE), and the Bonneville Power Administration (BPA). In addition, 10 federally-recognized tribes, 4 state historic preservation officers (SHPO), 6 tribal historic preservation officers (THPO), other federal and state land management agencies, and the Federal Advisory Council on Historic Preservation (ACHP) participate in the FCRPS Program to protect our region's irreplaceable resources.

The Lead Federal Agencies maintain the FCRPS Cultural Resource Handbook as a resource for agency staffs working in the Program. It describes the Program, its background, structure, interagency coordination, and other general information about how the FCRPS Program functions. It is intended to help orient new Lead Agency staff and document Program agreements and policies, as well as function as a quick desk reference. The handbook is mentioned explicitly in the Systemwide Programmatic Agreement (SWPA), the long-term agreement between the Lead Federal Agencies, SHPOs, tribes, and ACHP that covers compliance with Section 106 of the National Historic Preservation Act (NHPA) for the FCRPS. As per Stipulation VIII.C., the Lead Federal Agencies are required to make this handbook available to the public.

This handbook also focuses on the shared responsibilities of the Lead Federal Agencies and acknowledges that each Agency has its own rules, regulations, and policies that are specific to that Agency. Each Agency has separate and unique responsibilities and missions outside of the Program. These obligations are not covered in this handbook except, as they may impact the functioning of the joint FCRPS Program.

This handbook will be updated regularly by the three Lead Federal Agencies. More information about the FCRPS Program can be found on the program website (http://efw.bpa.gov/FCRPS_Cultural_Resources).

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LIST OF ACRONYMS

ACHP	Advisory Council on Historic Properties
AIRFA	American Indian Religious Freedom Act
APE	Area of potential effect
ARPA	Archaeological Resources Protection Act
BIA	Bureau of Indian Affairs
BPA	Bonneville Power Administration
CCT	Confederated Tribes of the Colville Reservation
CDA	Coeur d'Alene Tribe
cfs	cubic feet per second
COR	Contracting Officer Representative
COTR	Contracting Officer Technical Representative
CRF	Code of Federal Regulations
CRM	Cultural Resource Management
CRSC	Cultural Resources Subcommittee
CSKT	Confederated Salish and Kootenai Tribes of the Flathead Reservation
CTUIR	Confederated Tribe of the Umatilla Indian Reservation
CTWSR	Confederated Tribes of the Warm Springs Reservation of Oregon
DFA	Direct Funding Agreement
EIS	Environmental Impact Statement
FACA	Federal Advisory Committee Act
FAR	Federal Acquisition Regulations
FCRPS	Federal Columbia River Power System
FNF	Flathead National Forest
GIS	Geographic information system
HPMP	Historic Properties Management Plan
HPRCSIT	Historic Properties of Religious and Cultural Significance to Indian Tribes
IDU	Intertie Development and Use
IDUPA	Intertie Development and use Programmatic Agreement
IPAC	Intra-Governmental Payment and Collection

IPNF	Idaho Panhandle National Forest
JOC	Joint Operating Committee
Kalispel	Kalispel Tribe of Indians
KNF	Kootenai National Forest
Kootenai	Kootenai Tribe of Idaho
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NAGPRA	Native American Graves Protection and Repatriation Act
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NPS	National Park Service
NPT	Nez Perce Tribe
NRHP	National Register of Historic Places
O&M	Operation and maintenance
Program	FCRPS Cultural Resource Program
PSPA	Project-specific Programmatic Agreement
Reclamation	U.S. Bureau of Reclamation
RM	river mile
ROD	Record of Decision
SHPO	State Historic Preservation Office (or Officer)
SOR	System Operation Review
STI	Spokane Tribe of Indians
SWPA	Systemwide Programmatic Agreement
SWRD	Systemwide Research Design
TCP	Traditional cultural property
THPO	Tribal Historic Preservation Office
USACE	U.S. Army Corps of Engineers
USFS	U.S. Forest Service
Yakama Nation	Confederated Tribes and Bands of the Yakama Nation

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Chapter 1 THE BASICS

The Columbia River and its tributaries cut through the landscape of the Pacific Northwest, exposing deep layers of history and archaeology. These same rivers supply the region with wildlife habitat, recreational opportunities, navigation for commerce, and one of North America's most abundant supplies of hydroelectric power. The Federal Columbia River Power System (FCRPS) Cultural Resource Program (Program) is a partnership among federal and state agencies, and Native American tribes with the goal of managing and protecting historic, archaeological, and culturally significant properties along the river system by addressing impacts associated with the operations and maintenance (O&M) of 14 multipurpose dams and reservoirs.

The primary purpose of the FCRPS Program is to allow Bonneville Power Administration (BPA), the U.S. Bureau of Reclamation (Reclamation), and the U.S. Army Corps of Engineers (USACE) to comply with Section 106 of the National Historic Preservation Act (NHPA). The Program also addresses other laws, such as the Archaeological Resources Protection Act (ARPA) and the Native American Graves Protection and Repatriation Act (NAGPRA), where actions under these laws overlap with work that would ordinarily be conducted as part of the NHPA Section 106 process. Program work is also guided by regulations, executive orders, and agency policies where appropriate.

Who and What is the FCRPS?

The FCRPS comprises 31 federally-owned dams in the Pacific Northwest region (Figure 1). One of the earliest uses of the term "Federal Columbia River Power System" appears in the 1966 legislation that authorized the construction of the Third Power Plant at Grand Coulee Dam. Installation of the Third Power Plant was one outcome of the Columbia River Treaty between the U.S. and Canada, ratified in 1964. This treaty improved the ability of both countries to control the flow of water through the system for mutual power generation and flood control benefits. The treaty was one step toward managing the dams and reservoirs as an integrated system that accommodates multipurpose operations.

The 31 federal dams in Oregon, Washington, Idaho, and Montana provide 60 percent of the region's hydroelectric generating capacity, supply irrigation water to more than a million acres of land, provide flood control, and encourage recreation. Protecting migrating fish is an additional consideration in dam operations and has a significant influence on overall FCRPS operations. As a major river navigation route, the Columbia-Snake Inland Waterway provides shipping access from the Pacific Ocean to Lewiston, Idaho, 465 miles inland.

Figure 1. Locations of the 31 FCRPS dams and reservoirs.

A 1995 Environmental Impact Statement (EIS), known as the "System Operations Review," studied 14 of the FCRPS dams to develop a coordinated strategy for managing the multiple uses of the FCRPS, including the effects of operations on cultural resources. The FCRPS Program was one outcome of this study, and addresses adverse effects to historic properties at 14 of the FCRPS dams (Figure 2).

Figure 2. Locations of the 14 FCRPS Dams and Reservoirs Addressed by the FCRPS Program.

The FCRPS Program is only one part of a unique collaboration among three U.S. government agencies that manage the FCRPS. The USACE Northwestern Division (composed of Portland, Seattle, and Walla Walla districts), manages 12 of the dams and their associated reservoirs, including Bonneville, The Dalles, John Day, McNary, Ice Harbor, Lower Monumental, Little Goose, Lower Granite, Dworshak, Chief Joseph, Albeni Falls, and Libby.[1] Reclamation manages Grand Coulee and Hungry Horse dams and their reservoirs.[2]

[1] http://www.nwd.usace.army.mil
[2] http://www.usbr.gov/

BPA markets and transmits the power generated by these federal dams and from the nuclear-powered Columbia Generating Station.

Under Section 106 of the NHPA, BPA, USACE, and Reclamation share certain cultural resource management responsibilities related to the O&M of the 14 dams and reservoirs, and potential adverse effects to historic properties resulting from those operations.

What Are Cultural Resources?

"Cultural resources" is a broad term that encompasses physical remains and sites associated with past human activities. They are the collective evidence of past activities and accomplishments of people. They include prehistoric and historic archaeological sites, historic buildings, and areas of the natural landscape that have traditional cultural significance for living people today (Figure 3).

Figure 3. This zoomorphic pestle with the head of a bear shows the great care that went into the manufacture of some pre-contact tools.

Historic properties are one type of cultural resource. According to the Code of Federal Regulations (CFR), title 36, section 800.16, a “historic property” is:

> “…any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria.”

The NHPA of 1966, 80 Stat. 915, 54 U.S.C. 30010 et seq., as amended, authorizes the Secretary of the Interior to expand and maintain a National Register of districts, sites,

buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture. Under 36 CFR Part 60, definitions include:

(a) **Building**. A building is a structure created to shelter any form of human activity, such as a house, barn, church, hotel, or similar structure. Building may refer to a historically related complex such as a courthouse and jail or a house and barn.

(b) **Structure**. A structure is a work made up of interdependent and interrelated parts in a definite pattern of organization. Constructed by man, it is often an engineering project large in scale.

(c) **Object**. An object is a material thing of functional, aesthetic, cultural, historical or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

(d) **Site**. A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archeological value regardless of the value of any existing structure.

Cultural resources are finite, non-renewable resources that, once destroyed, cannot be returned to their original state. When the artifacts and surrounding material are disturbed, their condition and potential to provide information is altered or destroyed. Section 106 of NHPA requires that federal agencies take into account the effects of their undertakings on historic properties, and afford the Advisory Council on Historic Properties (ACHP) a reasonable opportunity to comment. The historic preservation review process mandated by Section 106 is outlined in regulations issued by ACHP. These regulations were revised and became effective August 5, 2004 (36 CFR Part 800).

The FCRPS Cultural Resource Program

The FCRPS Program identifies, evaluates, and resolves adverse effects to historic properties resulting from the O&M of 14 FCRPS dams and their associated reservoirs. Each Agency has a comprehensive cultural resource program specific to its mission and must comply with its own regulations and policies. The FCRPS Program is only one part of the larger FCRPS O&M program, which addresses all aspects of hydrosystem operations for multiple authorized purposes.[3]

What is the Federal Undertaking?

For the purposes of compliance with Section 106 of the NHPA, the term "undertaking" …means "a project, activity, or program funded in whole, or in part, under the jurisdiction of a federal agency, including those carried out by or on behalf of a federal agency; those

[3] *https://www.bpa.gov/power/pg/hydrspl.shtml*

carried out with federal financial assistance; and those requiring a federal permit, license or approval " (36 CFR § 800.16([y]). Section 106 of the NHPA applies to federal undertakings, regardless of land ownership. NHPA implementing regulations at 36 CFR Part 800 require federal agencies to determine whether an action is an undertaking with the potential to affect historic properties.

For the FCRPS Program, the undertaking is the O&M of the 14 Columbia and Snake River federal hydropower dams of the FCRPS for all of their multiple authorized purposes. The undertaking includes all construction (routine and non-routine) and O&M activities required for current and future operation of the FCRPS (see Attachment 5 of the Systemwide PA for an explanation of the undertaking).[4] The original construction of the dams (Figure 4) is not part of the undertaking. It is important to note that all the dams were authorized, and six were built, before passage of the NHPA.

Figure 4. The Grand Coulee Dam, built between 1933 and 1942, is the largest hydroelectric power-producing facility in the United States. The FCRPS Program helps mitigate for the impacts of operating the dam on cultural resources.

[4] *http://efw.bpa.gov/FCRPS_Cultural_Resources/Documents/SWPA_web_version_FY15.pdf*

Chapter 2 THE PROGRAM IN DEPTH

Purposes of the 14 Projects (Dams and Reservoirs)

Each of the 14 dam and reservoir "Projects" was individually authorized by Congress, except for the 4 Lower Snake River Projects (Lower Granite, Lower Monumental, Little Goose, and Ice Harbor), which were authorized as a group. The Congressional authorizations date from 1933 to 1950 and the construction period stretched from 1933 to 1980.

Congress authorized the USACE (Portland, Seattle, and Walla Walla districts of the Northwestern Division) to take necessary lands within the Columbia River Basin to build 12 dams and their associated lakes or reservoirs. These are Bonneville, The Dalles, John Day, McNary, Ice Harbor, Lower Monumental, Little Goose, Lower Granite, Dworshak, Chief Joseph, Albeni Falls, and Libby. Congress also authorized Reclamation to acquire or withdraw lands and build Grand Coulee and Hungry Horse dams and their reservoirs.

Authorized Project purposes range from navigation to recreation and fish and wildlife habitat. Not all Projects were authorized for all purposes. Although each hydropower dam produces electricity, each project had a different authorization resulting in distinct sets of uses. Hungry Horse Dam and Reservoir has a wide range of authorized purposes: power, flood control, irrigation, navigation, streamflow regulation, and recreation. Alternatively, some Projects have limited authorization, such as Libby Dam which is operated for power, flood control, and recreation. Authorized purposes for each of the 14 FCRPS dams and reservoirs are listed in Table 1.

Table 1. FCRPS dams and reservoirs.

Project Name	Location	Service Date	Project Type	Authorized Purposes	Project Operator	Authorizing Law
Hungry Horse Dam/Hungry Horse Reservoir	South Fork Flathead River, MT	1953	Storage	Power, Flood Control, Irrigation, Navigation, Stream Flow Regulation, Recreation	Reclamation–Pacific Northwest Region	Hungry Horse Dam Act of June 5, 1944 (Public Law 78-329; 58 Stat. 270
Libby Dam/Lake Koocanusa	Kootenai River, MT	1975	Storage	Power, Flood Control, Recreation	USACE – Seattle District	Flood Control Act of 1950, ch. 188, § 204, 64 Stat. 163, 170 (1950) (also included as Title II of the River and Harbor Act of 1950, § 219, 64 Stat. 184 (1950))
Albeni Falls Dam/Lake Pend Oreille	Pend Oreille River, ID	1955	Storage	Power, Flood Control, Navigation, Recreation	USACE – Seattle District	Flood Control Act of 1950, ch. 188, § 204, 64 Stat. 163, 170 (1950) (also included as Title II of the River and Harbor Act of 1950, § 219, 64 Stat. 184 (1950))
Grand Coulee Dam/Lake Roosevelt	Mid - Upper Columbia River, WA	1942	Storage	Power, Flood Control, Irrigation, Recreation	Reclamation–Pacific Northwest Region	16 U.S.C. 835; Rivers and Harbors Act of August 30, 1935 (49 Stat. 1028); Act of May 27, 1937 (50 Stat. 208); Reclamation Act of August 4, 1939 (53 Stat. 1187); Act for the Acquisition of Indian Lands for Grand Coulee Dam of June 29, 1940 (54 Stat. 703); Columbia Basin Project Act of March 10, 1943 (57 Stat. 140); Revised Act for the Acquisition of Indian Lands for Grand Coulee Dam of December 16, 1944 (58 Stat. 813); Fish & Wildlife Coordination Act of August 12, 1958 (72 Stat. 563); Third Power Plant Authorization Act of June 14, 1966 (80 Stat. 200), as amended by the Public Law 89-561 (80 Stat. 714).
Chief Joseph Dam/Rufus Woods Lake	Mid-Columbia River, WA	1958	Run-of-River[5]	Power, Recreation	USACE – Seattle District	River and Harbor Act of 1946; P.L. 79-525, July 24, 1946

[5] *Run-of-river is a type of hydroelectric generation which provides little or no water storage. Run-of-the-river powerplants are subject to seasonal river flows and serve as a "peaking" powerplant while a storage dam can regulate water flow and serve either as a peaking or base load powerplant.*

Project Name	Location	Service Date	Project Type	Authorized Purposes	Project Operator	Authorizing Law
Dworshak Dam/Dworshak Lake	N. Fork Clearwater River, ID	1973	Storage	Power, Flood Control, Navigation, Recreation, Fish and Wildlife	USACE – Walla Walla District	Public Law 87-874, Title II, 76 Stat. 1173
Lower Granite Lock and Dam/Lower Granite Lake	Lower Snake River, WA/ID	1975	Run-of-River	Power, Navigation, Irrigation, Recreation, Fish and Wildlife	USACE – Walla Walla District	River and Harbor Act of 1945, ch. 19, § 2, 59 Stat. 10, 21 (1945)
Lower Monumental Lock and Dam/Lake West	Lower Snake River, WA	1969	Run-of-River	Power, Navigation, Irrigation, Recreation, Fish and Wildlife	USACE – Walla Walla District	River and Harbor Act of 1945, ch. 19, § 2, 59 Stat. 10, 21 (1945)
Little Goose Lock and Dam/Lake Bryan	Lower Snake River, WA	1970	Run-of-River	Power, Navigation, Irrigation, Recreation, Fish and Wildlife	USACE – Walla Walla District	River and Harbor Act of 1945, ch. 19, § 2, 59 Stat. 10, 21 (1945)
Ice Harbor Lock and Dam/Lake Sacajawea	Lower Snake River, WA	1962	Run-of-River	Power, Navigation, Irrigation, Recreation, Fish and Wildlife	USACE – Walla Walla District	River and Harbor Act of 1945, ch. 19, § 2, 59 Stat. 10, 21 (1945)
McNary Lock and Dam/Lake Wallula	Lower Columbia River, WA/OR	1952	Run-of-River	Power, Navigation, Irrigation, Recreation, Fish and Wildlife	USACE – Walla Walla District	River and Harbor Act of 1945, Ch. 19; P.L. 79-14; House Document 704
John Day Lock and Dam/Lake Umatilla	Lower Columbia River WA/OR	1971	Run-of-River	Power, Navigation, Flood Control, Irrigation, Water Quality, Recreation, Fish and Wildlife	USACE – Portland District	Flood Control Act of 1950, ch. 188, § 204, 64 Stat. 163, 170 (1950) (also included as Title II of the River and Harbor Act of 1950, § 219, 64 Stat. 184 (1950))
The Dalles Lock and Dam/Lake Celilo	Lower Columbia River, WA/OR	1957	Run-of-River	Power, Navigation. Irrigation, Water Quality, Recreation, Fish and Wildlife	USACE – Portland District	Flood Control Act of 1950, ch. 188, § 204, 64 Stat. 163, 170 (1950) (also included as Title II of the River and Harbor Act of 1950, § 219, 64 Stat. 184 (1950))
Bonneville Lock and Dam/Reservoir	Lower Columbia River, WA/OR	1938	Run-of-River	Power, Navigation, Water Quality, Recreation, Fish and Wildlife	USACE – Portland District	River and Harbor Act of 1935, ch. 831, § 1, 49 Stat. 1028 (1935).

Lead Federal Agencies: Management and Oversight

Each of the three Lead Federal Agencies is individually responsible for ensuring and demonstrating their compliance with Section 106 of the NHPA (36 CFR § 800.2[a]-[2]) and other applicable cultural resource management laws. However, each Lead Federal Agency has different authorizations and real estate interests, resulting in differences in legal status as land and resource owners/managers. BPA is authorized to market and transmit power generated by the FCRPS; therefore, BPA owns little land and few resources affected by FCRPS operations. Most Project lands, resources, and physical assets are managed by Reclamation and the USACE, the agencies responsible for administering the 14 FCRPS Projects addressed by the Program. The land managing agency at each of the 14 dams has final decision-making authority for activities that fulfill the above requirements on lands it administers. All three agencies provide FCRPS Program funding to support NHPA work: USACE and Reclamation through Congressional appropriations, and BPA through revenue from power sales.

Land Ownership

Land jurisdiction, ownership, and management responsibilities take different forms at each of the 14 FCRPS dams and associated reservoirs. At a majority of the dams, the federal agency that operates the dam and associated facilities either owns or manages the lands that surround the reservoir.

USACE Project Lands

The USACE has some administrative responsibility for over 400,000 acres of land at 12 FCRPS reservoirs. In some cases, another federal agency or tribe may administer lands within project boundaries (e.g., tribal-administered lands exist at the Chief Joseph, Dworshak, and at Treaty Fishing Access Sites adjacent to reservoirs administered by the USACE Portland and Walla Walla Districts). There are two broad categories of lands acquired for project purposes: 1) lands acquired in fee, and 2) easements. The rationale for acquisition of each type at USACE projects follows.

Lands Acquired in Fee:

- Lands necessary for permanent structures
- Lands below the maximum flowage line of the reservoir with a “freeboard” or safety factor built in to accommodate saturation, wave action, bank erosion and surcharge
- Lands needed for public access
- Frequently used operational areas

- Areas for clearing and disposition of debris
- Maintenance, repair, and restoration
- Safeguarding public health
- Sanitation
- Lands specifically authorized by Congress for recreation
- Lands specifically authorized by Congress for fish and wildlife purposes (including mitigation enhancement)
- Lands for resource preservation or enhancement in fulfillment of the National Environmental Policy Act (NEPA)
- Lands which will be covered by sediment expected from aggradation of streams draining into the reservoir

Easements on State, Private, and Tribal Trust Lands Acquired:

- Lands required for short-term construction or temporary structures
- Remote lands affected by operations lying upstream of the conservation pool on the main stream and on all significant tributaries
- Lands downstream of the dams required for operational purposes
- In flood control projects without conservation pools, lands which are occasionally flooded and those subject to permanent flooding
- Lands where levees or floodwalls are to be constructed

Reclamation Project Lands

Reclamation withdrew and acquired lands for project purposes at Grand Coulee and Hungry Horse. There are no easements on tribal trust or fee lands. At Grand Coulee Dam and Lake Roosevelt, lands were withdrawn up to about river mile (RM) 729, but in some cases land jurisdiction remains unclear (such as along the upper reaches of Lake Roosevelt between RM 729 and the Canadian Border where some lands outside of federal ownership are inundated). Contemporary land jurisdiction responsibilities at Lake Roosevelt are outlined in the Lake Roosevelt Cooperative Management Agreement of 1990 (the “Five Party Agreement”) described later in this chapter.

At Hungry Horse Dam and Reservoir, lands were withdrawn from U.S. Forest Service (USFS) holdings for the dam and reservoir. The withdrawal for the reservoir was revoked after the reservoir was completed, and the land has returned to USFS management for the most part as per an Interagency Agreement. Like the Grand Coulee Project, Reclamation

retained exclusive management rights for the “Reclamation Zone” around the dam, and for actions related to O&M of the project for lands originally withdrawn.

Legal Framework

Several laws provide direction for managing the Program, and the Lead Federal Agencies are responsible for implementing the FCRPS Program in compliance with those laws. In addition to the federal laws, executive orders and regulations, several agreements, authorizations and other documents helped to create, and continue to guide the Program. Only the most influential are reviewed here.

Major Federal Laws

The laws and regulations that govern the preservation of the nation's cultural heritage developed over the course of the 20th century, beginning with the protection of cultural sites on federal lands. Today, many aspects of the nation's cultural heritage are recognized, protected, and interpreted in national parks, other public lands, and in local communities.

National Historic Preservation Act (1966)

The NHPA of 1966, as amended, formally establishes the federal government’s policy on the protection and preservation of historic properties. Section 106 of NHPA requires federal agencies with jurisdiction over a proposed federal or federally-assisted undertaking to take into account the effect of the undertaking on any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register (“historic property”) (54 U.S.C. 300308). Implementing regulations at 36 CFR Part 800 describe the procedural steps federal agencies must go through to comply with Section 106 of NHPA, and 36 CFR Part 60 describes the criteria for evaluating the significance of cultural resources.

Briefly stated, the implementation procedures for Section 106 include the following:

1. Define the undertaking and determine if it has the potential to affect historic properties.
2. Identify the area in which historic properties may be affected (Area of Potential Effects or APE).
3. Identify and evaluate historic properties in the APE.
4. Assess effects on historic properties.
5. Resolve adverse effects: this process includes consulting with the state historic preservation officers (SHPOs) and tribal historic preservation officers (THPOs), and other appropriate parties to reach agreement about the resolution of adverse effects.

6. In the event that adverse effects are not resolved, submit a formal request for comments from the ACHP.

All steps of the NHPA Section 106 process require agencies to consult with interested and affected members of the public, Native American tribes, and if appropriate, Native Hawaiian Organizations.

The law does not mandate a particular result. In-place protection of historic properties is not always required, and in some cases, federal agencies may choose to accept an adverse effect to a historic property. However, it does require meaningful consultation on the part of the federal agency to resolve adverse effects.

Archaeological Resources Protection Act (1979)

The ARPA preserves and protects resources and sites on federal and Indian lands by fostering cooperation between governmental authorities, professionals, and the public. The Act prohibits the removal, sale, receipt, and interstate transportation of archaeological resources obtained illegally (i.e., without permits) from federal or Indian lands. It also authorizes federal permit procedures for investigations of archaeological resources on federal lands under an agency's control. Permits are required to excavate and remove archaeological resources that are 100 years old or greater. ARPA includes both civil and criminal penalties. Depending on the circumstances, individuals convicted of violating ARPA can be fined up to $100,000 and/or imprisoned for up to 5 years. The jointly-administered FCRPS Program must comply with ARPA permitting requirements needed to conduct work on federal and Indian lands. ARPA permitting is the responsibilities of land managing agencies. The FCRPS Program also funds a limited amount of ARPA patrol work in the interest of identifying ARPA violations. This initial phase of ARPA (discovery and damage assessment) overlaps with activities that are conducted under Section 106 of NHPA. The ARPA prosecutions are the responsibility of the appropriate land managing agency.

The Native American Graves Protection and Repatriation Act (1990)

Though not strictly a joint responsibility of the FCRPS Program, the federal land managing agencies must comply with the NAGPRA. NAGPRA requires federal agencies and institutions that receive federal funding to work with the lineal descendants and/or culturally affiliated Native American tribes or native Hawaiian organizations that can show a relationship to human remains and "cultural items" in their possession about the disposition of those remains and items. Cultural items include funerary objects, sacred objects, and objects of cultural patrimony. The jointly-administered FCRPS Program may fund activities performed under Section 3 of NAGPRA for inadvertent discoveries where these activities are consistent with those also performed under Section 106 of NHPA.

NAGPRA also encourages more deliberative removal of human remains and cultural items from federal lands by requiring that procedures under ARPA be followed, and requiring that discovery plans be in place where excavations could encounter burials or cultural items. NAGPRA also requires federal agencies to consult with Native American and Native Hawaiian organizations about the removal and disposition of burials and cultural items.

Lastly, NAGPRA establishes criminal penalties for "whoever knowingly sells, purchases, uses for profit, or transports for sale or profit, the human remains of a Native American without the right of possession to those remains." The same applies to "cultural items." Penalties are dependent on the number of offenses and can range from 12-months to 5-years imprisonment, and/or fines of up to $100,000.

American Indian Religious Freedom Act (1978)

The American Indian Religious Freedom Act (AIRFA) directs federal agencies to consult with American Indian, Native Alaskan, and Native Hawaiian spiritual leaders about the protection and preservation of religious cultural rights and practices.

It protects and preserves the traditional religious rights and cultural practices of American Indians, Eskimos, Aleuts, and Native Hawaiians. These rights include access to sacred sites, freedom to worship through ceremonial and traditional rights, and use and possession of objects considered sacred. The AIRFA requires all governmental agencies to eliminate interference with the free exercise of native religion, based on the First Amendment. It also accommodates access to, and use of, religious sites to the extent that the use is practicable, and is not inconsistent with an agency's essential functions, and acknowledges prior violation of that right.

Northwest Power Act (1980)

Although not directly a law addressing historic properties, the Northwest Power Act nonetheless broadly impacts the FCRPS Program. The law authorized Idaho, Montana, Oregon, and Washington to form an interstate compact to:

1. Prepare a plan to assure the Northwest an adequate, efficient, economical, and reliable power supply.
2. Prepare, as part of the power plan, a program to protect, mitigate, and enhance fish and wildlife that have been affected by hydropower dams in the Columbia River Basin.
3. Inform and involve the public about regional energy issues.

Energy Policy Act (1992)

The Energy Policy Act of 1992 influences the FCRPS Program by allowing BPA to "direct fund" a portion of the O&M of the FCRPS. This means that BPA can directly finance the power share of O&M activities, including FCRPS Program compliance and mitigation work, by transferring funds directly to USACE and Reclamation treasury accounts (P.L. 102-486,106 Stat. 2776. Sec. 2406). Direct funding expedites Program work by making the Lead Federal Agencies less reliant on the lengthy Congressional appropriations process to obtain FCRPS Program funding. While Congressional appropriations do fund the non-power share of the Program in part, the majority of Program funding is from BPA power sales. BPA has been directly funding O&M activities at Reclamation projects since 1996 and at USACE projects since 1997.

Federal Advisory Committee Act (1972)

The FCRPS Program helps shape protection and mitigation efforts taken at each of the Project reservoirs through eight cooperating groups.

Generally, forming a group that advises federal agencies and includes non-federal employees triggers the Federal Advisory Committee Act (FACA), and requires group meetings to be advertised and open to the public. However, Congress explicitly exempted certain meetings between federal, state, tribal and local governments from the requirements of FACA. Specifically, FACA does not apply to actions in support of intergovernmental communications under the Unfunded Mandates Reform Act of 1995, if:

1. Meetings are held exclusively between federal officials and elected officers of state, local, and tribal governments (or their designated employees with authority to act on their behalf) acting in their official capacities.
2. Such meetings are solely for the purposes of exchanging views, information, or advice relating to the management or implementation of federal programs established, pursuant to public law that explicitly, or inherently, share intergovernmental responsibilities or administration.

All FCRPS Program cooperating group participants must be federal, state, tribal, or local government employees, or contractors with authority to act on behalf of their respective entities (Appendix A). Cooperating groups are not decision-making bodies but instead provide technical recommendations to the federal agencies.

FCRPS Agreements that Guide Program Implementation

Several agreements are in place that either guide or influence FCRPS Program implementation. These agreements are specific to the creation and management of the FCRPS O&M Program as a whole, or the FCRPS Program in particular.

Intertie Development and Use Programmatic Agreement (1991)

The Intertie Development and Use Programmatic Agreement (IDUPA) was the first cultural resources programmatic agreement negotiated and signed for the FCRPS (Appendix B).

Signed in 1991, the agreement called for "…intensive surveys of historic properties and properties possessing traditional cultural value to Native Americans…", and applied to the five FCRPS storage reservoirs at Grand Coulee, Hungry Horse, Dworshak, Albeni Falls and Libby Dams. The agreement specifically committed the FCRPS to identify and manage historic properties at these areas. The IDUPA remains in effect. See Chapter 3 for more details about the IDUPA.

Columbia River System Operations Review Environmental Impact Statement (1995)

The Columbia River System Operations Review (SOR) study guides a coordinated system operating strategy for management of the multiple uses of the Columbia River system into the 21st century. The SOR EIS[6] and consequent Records of Decision (RODs) (Appendix C) issued by the three Lead Federal Agencies spurred the creation of the FCRPS Program and continue to influence the Program's objectives and day-to-day work. Chapter 3 of this handbook describes the development and history of the Program in detail, and contains additional background information related to this analysis.

Direct Funding Agreements (1996 and 1997)

Direct funding agreements (DFA) (Appendix D) apply to all FCRPS O&M, including the FCRPS Program. The DFAs between Reclamation and BPA (signed in 1996), and USACE and BPA (signed in 1997), allow for funds to be transferred between BPA and the USACE, and BPA and Reclamation, to support O&M related cultural resources compliance work. The specific responsibilities of the Agencies are presented in Chapter 7 (Management and Planning). In addition to the main DFAs, BPA has also signed agreements with both Reclamation and the USACE regarding direct funding of cultural resource management costs (Appendix E).

FCRPS Systemwide Programmatic Agreement for Management of Historic Properties (2009)

The FCRPS Program finalized a *Systemwide Programmatic Agreement (SWPA) for the Management of Historic Properties Affected by Operation and Maintenance of the 14 FCRPS Dams and Reservoirs* in 2009 (Appendix F). Signatory parties to the agreement include the three Lead Federal Agencies; the ACHP; SHPO in Oregon, Washington, Idaho,

[6] *https://www.etde.org/etdeweb/servlets/purl/181475-BHg2Ye/webviewable/181475.pdf*

and Montana; the Pacific West Division of the National Park Service (NPS); Regions 1 and 6 of the USFS; the Bureau of Indian Affairs (BIA); and the Confederated Salish and Kootenai Tribes of the Flathead Reservation (CSKT), the Confederated Tribes of the Warm Springs Reservation (CTWSR), the Confederated Tribes of the Colville Reservation (CCT), Kalispel Indian Community of the Kalispel Reservation (Kalispel), and the Spokane Tribe of the Spokane Reservation (STI). The SWPA serves as the umbrella agreement by which federal agencies demonstrate their good faith effort to comply with Section 106 of the NHPA. The SWPA accomplishes Section 106 compliance through a systemwide framework of principles, requirements, and obligations guiding the policies and functions of the FCRPS Program. The SWPA outlines documentation, communication and coordination responsibilities, along with consultation procedures. It also defines cooperating group responsibilities and the systemwide initiatives.

Primarily, the SWPA allows for the Lead Federal Agencies to meet their Section 106 responsibilities through one of the following mechanisms:

1. Develop and implement Project-specific Programmatic Agreements (PSPA).
2. Develop and implement a signed Project Historic Properties Management Plans (HPMP) that meet the requirements of the SWPA.
3. Use the standard review process set out in the ACHP's regulations at 36 CFR Part 800.

The SWPA also provides for:

1. Streamlining the Section 106 review process by identifying categories of routine activities that have little or no potential to affect historic properties, or by setting up other Project-specific coordination procedures that expedite the Section 106 review process.
2. Phased compliance actions by prioritizing identification, evaluation, and treatment activities through discussion with cooperating groups.

The SWPA only covers Section 106 of NHPA. Federal agency compliance with Section 110 of NHPA, and other federal statutes such as the ARPA or the NAGPRA, is the responsibility of the federal agencies with land management responsibilities. Procedures to comply with these statutes may be included in PSPAs.

Lake Roosevelt Cooperative Management Agreement (Five Party Agreement) (1990)

On April 5, 1990, Reclamation, CCT, STI, NPS, and BIA entered into the Lake Roosevelt Cooperative Management Agreement, also called the "Five Party Agreement," (Appendix G) to define land management responsibilities at Lake Roosevelt, Washington. The agreement identified three zones: "Reclamation," "Recreation," and "Reservation." The agreement

stipulates that the "Reclamation Zone" in the immediate vicinity of Grand Coulee Dam and downstream throughout the tailrace, is to be managed exclusively by Reclamation. Reclamation also retains the authority to oversee actions related to O&M of the Grand Coulee Project, which includes authority over the actions that other land mangers might want to implement on lands withdrawn or acquired for Project purposes in the other zones. The NPS has land management responsibilities within the "Recreation Zone," and the CCT and STI manage lands within their respective "Reservation" zones. The NPS, CCT, and STI all manage, plan, and regulate the activities and development within their area of jurisdiction. The BIA's role is to help the CCT and STI carry out management of their respective parts of the Reservation Zone.

Agreements that Define Funding and Agency Roles and Responsibilities (2006)

A Memorandum of Agreement (MOA) (2006) (Appendix H) between the USACE and BPA defines the roles and responsibilities of the two agencies in managing joint funding, reporting, contracting, and NHPA Section 106 compliance work at the 12 USACE dams and reservoirs in the FCRPS system. See Chapter 7 (Management and Planning), for a more detailed discussion of Agency roles and responsibilities with respect to Section 106 compliance.

A Reclamation-BPA interagency acquisition agreement (2013) addresses annual and 5-year program funding levels, and describes agency roles and responsibilities for Section 106 compliance. Chapter 7 (Management and Planning), discusses how the two agencies work together to conduct NHPA Section 106 compliance in greater detail.

A letter of agreement (2013) (Appendix I) between the three agencies describes their commitment to continue to fund the FCRPS Program beyond the initial 15-year period, which came to a close at the end of FY 2012. This agreement specifically references the period from FY 2012 to FY 2016, but the agreement is intended to continue until the three agencies mutually agree that compliance with Section 106 of the NHPA has been achieved.

A table (Appendix J) (updated annually by the Cultural Resources Subcommittee [CRSC]) shows who will be fulfilling specific roles and responsibilities necessary to keep the FCRPS Program functioning from year-to-year. This table is used as the basis for rotating assignments between the three agencies. For example, responsibility for leading the planning process for the Systemwide Meeting is rotated between the three agencies every 2 years. The responsibility for tracking the progress of commitments made in the SWPA rotates between one of the three Program Managers each year. Some roles and responsibilities do not rotate, especially those that have to do with particular reservoirs.

Chapter 3 HISTORICAL PERSPECTIVE

The Lead Federal Agencies first affirmed their commitment to jointly manage cultural resources affected by the FCRPS with the signing of the IDUPA in 1991, and the three SOR RODs in 1997. However, cultural resource investigations had been ongoing in the Columbia and Snake River basins since the early 1900s. This chapter briefly summarizes the history of cultural resource management in the area affected by the FCRPS, developments that influenced the cultural resource management discipline in general, and creation of the current Program.

The Early Years (1910 to 1945)

The earliest archaeological investigations in the mainstream of the Columbia River system were conducted independently by museums and universities. During this period, large private collections were amassed by early settlers and private collectors. Some of them between Walla Walla and Wenatchee became loosely organized as the Columbia River Archaeological Society. The first organized work was conducted by Harlan Smith (American Museum of Natural History) in his archaeological reconnaissance of parts of the Yakima River valley and middle Columbia in 1910 (Smith 1910). H.W. Krieger (U.S. National Museum) conducted a survey of the middle Columbia River in 1926 to 1927, and recovered archaeological materials from Bonneville Dam reservoir, the first federal dam on the lower Columbia, in 1932 to 1933 (Krieger 1928). Strong, Schenck, and Steward (1930) recorded significant archaeological sites in The Dalles-Deschutes localities of the lower Columbia. Little of this early work was inspired by federal law until the Historic Sites Act of 1935. At that time, the federal government sponsored archaeological data recovery work under Civilian Conservation Corps or Works Progress Administration projects. From 1939 through 1940, the Columbia Basin Archaeological Survey conducted surveys, tests, and excavations on lands behind Grand Coulee Dam that would be flooded by Lake Roosevelt. The investigations were conducted by many individuals and supported by Washington State educational institutions and museums. Results are summarized in Collier, Hudson, and Ford (1942). Petroglyphs and pictographs were recorded by various researchers in different parts of the Columbia system (Curtis 1907 to 1930; Erwin 1930; Cain 1950).

The Post-World War II Period (1947 to 1959)

In 1947, the Smithsonian, NPS, and USACE initiated a nationwide cooperative agreement for the survey of river basins planned for hydroelectric projects. Between 1948 and 1957, the Smithsonian set up a River Basin Surveys office at the University of Oregon in Eugene, and conducted the first professional reconnaissance level surveys in the Columbia Basin in which federal dam reservoir areas were proposed on the Columbia and Snake rivers and their major

tributaries. Key professionals associated with the Smithsonian surveys were John Campbell, Joel Shiner, and Douglas Osborne. Whereas the whole Columbia region was traversed by the Smithsonian River Basin Survey crews, efforts were centered at Chief Joseph Dam, The Dalles Dam, and McNary Dam reservoir areas because of their imminent construction and flooding. From 1952 through 1957, the Smithsonian data recovery efforts were supported by state universities and museums that stored the archaeological collections resulting from salvage excavations of federal reservoir areas behind Chief Joseph Dam, The Dalles Dam, and McNary Dam. Major studies produced as results of this cooperation include Osborne, Bryan, and Crabtree (1961), Shiner (1961), Warren Caldwell (1956), L.S. Cressman (1960), and B. Robert Butler (1959).

The federal dam construction activity in the lower Columbia River basin also attracted the attention of relic collectors who, individually and collectively, flocked to known archaeological sites in the area of The Dalles reservoir with competing efforts to salvage artifacts for their own interest. The Oregon Archaeological Society, based in Portland, Oregon, is a well-known example of an amateur group that emerged during this time period. The artifact collector's view of the pre-dam time period is captured in N.G. Seaman's (1946) "Indian Relics of the Pacific Northwest," or Emory Strong's (1959) "Stone Age on the Columbia River."

The Emergence of Federal Contract Archaeology (1960 to 1974)

Between 1960 and the mid-1970s, new federal legislation forged the practice of contemporary American archaeology. In 1960, Congress passed the Reservoir Salvage Act. This legislation gave the NPS a lead role in coordinating national archaeological salvage efforts. Three regional offices took charge of funding archaeology. In the West, it was Paul J.F. Schumacher with the Western Regional Office of the NPS in San Francisco, California, who implemented federal archaeological research in seven western states. This was toward the end of the era of large-scale federal hydroelectric dam construction in the west, and it afforded significant opportunities for archaeology. In the Columbia Basin, the NPS contracted with the University of Oregon and David L. Cole for archaeological surveys and salvage of the John Day reservoir area; with Washington State University and Richard Daugherty for similar studies at the Snake River reservoirs from Pasco, Washington, to Lewiston, Idaho; and Washington State University and the University of Idaho for survey and excavations at Lake Roosevelt.

During this period, many of today's senior living American archaeologists were trained, and it was typical for graduate students in archaeology to develop thesis topics using these opportunities for research. Most substantive technical reporting was in the form of master's theses, doctoral dissertations, or papers delivered at professional conferences. For the first time, archaeologists began consulting with Indian tribes regarding the removal of ancestral

graves from reservoir areas. Relocations and reburial of Indian graves were conducted at nearly every federal reservoir during this period. In 1966, the NHPA was passed, creating an ACHP, a National Register of Historic Places (NRHP), and SHPOs. The Section 106 process was formulated, but not widely applied to archaeological resources until after 1974.

During these years, competing efforts of relic collectors intensified within the planned reservoir areas on the Columbia and Snake rivers, especially at John Day reservoir, just as it did a decade earlier in The Dalles reservoir. An unusual compromise was reached in 1967 by the NPS with the Mid-Columbia Archaeological Society, which was based in Richland, Washington. Archaeological work was conducted cooperatively at sites in McNary and John Day reservoirs, along with the first reconnaissance of the Hanford Reach in cooperation with Washington State University and the University of Idaho. Elsewhere in the Columbia Basin, sites continued to be vandalized by local and regional relic collectors and pillaged by government contractors involved in dam construction and reservoir clearing activities. No law enforcement to protect archaeological sites was provided by federal agencies during this period, but many local and state-based ordinances were established.

The Federal Archaeology Program (1974 to 1990)

Passage of the AHPA of 1974 (also known as the Moss-Bennett Act) authorized federal agencies to fund archaeological surveys, excavations, and other related investigations. Prior to this time, the only significant federal funding for archaeology was through the NPS, Smithsonian, or under the Highway Salvage Act of 1956. This new act created the Federal Archaeology Program and gave NPS the lead for establishing standards for education, training, and overall program management and execution. Most federal land management and water development agencies began hiring archaeologists, and this gave rise to a new field of training and study called “Cultural Resource Management (CRM).” This refers to the ways and means by which federal agencies achieve compliance with the NHPA and related statutes, executive orders, and regulations. Since 1974, federal agencies have hired staff archaeologists and participated in the Federal Archaeology Program. This focus became the means for incorporating archaeological interests into the Section 106 process of NHPA. Investigations during this period included extensive survey, test excavation, and data recovery efforts at Lake Roosevelt and Chief Joseph, triggered by construction of the Third Power Plant at Grand Coulee Dam. At Lake Roosevelt, most investigations focused in the Kettle Falls vicinity (see various reports by David Chance or Chance and Chance). Chief Joseph investigations were conducted in areas affected by the reservoir’s reregulation to accommodate the increased releases through Grand Coulee (Campbell 1984, 1984a, 1984b, 1985, 1985a, 1985b, 1985c, 1985d).

The FCRPS Historic Properties Management Program (1990 to the present)

Intertie Development and Use Study

In the late 1980s, BPA completed environmental analysis of the effects of proposed changes in power generation and marketing strategies in the Intertie Development and Use (IDU) study. The analysis showed that operations for power generation, related in large part to the direct current intertie built in 1970 to transmit surplus power from Oregon to California, were damaging historic properties, and that these operations affected historic properties. On July 31, 1991, interested parties signed a Programmatic Agreement (the IDUPA) to address the effects of power operations on historic properties at the five storage reservoirs in the FCRPS (Dworshak, Libby, Albeni Falls, Hungry Horse, and Grand Coulee). The IDUPA was signed by BPA, Reclamation, Pacific Northwest Region; USACE, Northwestern Division; NPS, Pacific Northwest Region; USFS, Region 1; Idaho, Montana, and Washington SHPO; CCT; STI; and ACHP. The Kootenai Tribe of Idaho signed as a concurring party.

Principal commitments in the IDUPA were to:

- Address the impacts of hydropower operations on historic properties within or immediately adjacent to reservoir drawdown zones at the five system storage reservoirs.
- Complete "intensive surveys of historic properties and properties possessing traditional cultural value;" complete site evaluation; use "accepted archaeological practices" as defined in 36 CFR Part 800, Section 106 Guidelines, Secretary of the Interior's Standards and Guidelines; and 36 CFR Part 63.
- Complete "action plans" for each affected area once intensive surveys were completed (the agreement includes action plan contents and gives the agencies 18 months to complete action plans after intensive surveys are performed).
- Establish professional requirements for supervisory personnel.

As a result of the IDUPA, BPA was able to provide funds to address historic properties compliance work at the five FCRPS storage reservoirs. Funding for cultural resources work under the IDUPA began in 1992 at Grand Coulee and Hungry Horse, and in 1994 for the three USACE dams and reservoirs. Compliance work funded by BPA under the IDUPA continued through 1997.

IDU-funded investigations focused on archeological survey of drawdown zones and evaluative testing of archeological sites. Intensive systematic archeological surveys were conducted at Hungry Horse Reservoir, and test excavations were performed to evaluate the historic significance of recorded sites. This was the first intensive survey of the Hungry

Horse pool. At Grand Coulee/Lake Roosevelt, efforts focused on archeological survey, including lands examined during Chance's work in the 1970s and lands that had not been systematically surveyed in the past (Chance and Chance 1977; Chance and Chance 1979; Chance and Chance 1982; Chance and Chance 1985). At USACE reservoirs (Libby, Albeni Falls, and Dworshak), various inventories, evaluation, treatment and paleoenvironmental studies were initiated under the IDUPA funding.

Systems Operations Review Environmental Impact Statement

In 1995, the three Agencies completed a comprehensive technical and environmental impact analysis of the 14 FCRPS dams and reservoirs that are addressed by the FCRPS Program. This study, commonly called the "Systemwide Operations Review (SOR)," analyzed the impacts of all authorized Project operations, rather than just the power operations assessed in the IDU study. The SOR study guides a coordinated system operating strategy to manage the multiple uses of the Columbia River system into the 21st century.

Of the initial 90 alternatives analyzed, the one chosen combined specific operating requirements for particular reservoirs and a few systemwide requirements to accommodate several river areas. Numerous criteria identified in the SOR were selected. The strategy chiefly focused on the protection of anadromous fish; however, two of the areas focused on the protection and preservation of cultural resources.

Agencies recognized that the systems' multipurpose operations affected traditional cultural and historic properties valued by Native Americans. These resources included cemeteries, fishing and hunting areas, ceremonial grounds, sacred places, social and political meeting areas, and plants and other life forms. Some of the harmful effects to these resources involve wave and wind erosion at archeological sites, exposure of burials, loss of natural resource habitat, and loss of access to culturally important places and resources for tribal members.

Since most cultural resources are irreplaceable and nonrenewable, the impacts of the existing system operations, especially when combined with contributing factors such as recreation, housing, industry, agriculture, and transportation, could eventually destroy a substantial number of the cultural resources at the reservoirs. To that end, a second criterion addressed whether the preferred alternative secured Native American treaty rights and obligations regarding natural and cultural resources.

The final EIS concluded that operations had adversely affected, and would continue to threaten, sites along the system that were eligible for inclusion on the NRHP. In addition, there were potentially large numbers of sites which were unknown or unrecorded, and very few of the known and recorded sites had been evaluated for their eligibility for inclusion in the NRHP.

As part of the SOR, the three Lead Agencies agreed to devote $4.5 million annually for a 15-year period to what would eventually become the FCRPS Program, and subsequently provide funding after assessing needs for further impact management activities. The funding was apportioned as $3,000,000 for the 12 USACE reservoirs and $1,428,000 for the 2 Reclamation reservoirs.[7] The proportion of funding provided by each agency at the reservoirs is formalized in a DFA between BPA and Reclamation, and another DFA between BPA and USACE. Under the DFAs, BPA provides power revenues to the FCRPS Program to cover the power-generating joint costs and the USACE and Reclamation provide Congressional-appropriated funding to cover the joint non-power portion of the authorized operating costs at each reservoir.

System Operations Review Records of Decision

In the RODs for the SOR EIS analysis, the agencies committed to mitigate for the effects of multi-purpose operations on historic properties at 14 FCRPS reservoirs. BPA, Reclamation, and the USACE each issued their own ROD (BPA SOR ROD, USACE SOR ROD, and Reclamation SOR ROD), and each ROD is binding only to the agency that signed it.

The agencies identified 17 purposes for system operations in the EIS. These ranged from resource protection, to maintaining the social and economic health of the region and institutional and legal considerations. The Lead Federal Agencies used the 17 purposes to develop an overall strategy for operating the FCRPS from among the wide variety of possible alternatives considered.

The agencies made mitigation commitments for cultural resource protection and preservation consistent with the NHPA. However, affected tribes, as well as members of a federal agency SOR cultural resources work group, believed that the selected strategy, like all other alternatives examined in the final SOR EIS[8], would not prevent the overall decline of resources associated with Native American cultural traditions. Cultural sites would continue to be lost, and access to important places or resources would continue to be reduced relative to original conditions. Specifically, tribal representatives testified that cultural properties, places, and resources which are irreplaceable and of inestimable value in the traditional life of Native Americans, had been damaged or lost, or would continue to be threatened by operations. Several tribes also made known their strong desire for the affected places and resources to be managed in ways consistent with traditional life.

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[7] *Agency archeologists developed low, medium, and high funding estimates for identification and treatment of historic properties over an initial 15-year period. The three Agencies selected the medium level of funding ($4.5M annually) to protect historic properties under the Program at the 14 FCRPS projects, including the nine that had not received funding under the IDUPA. The need for funding beyond the initial 15 years would be reassessed at the end of that period.*

[8] *https://www.etde.org/etdeweb/servlets/purl/181475-BHg2Ye/webviewable/181475.pdf*

The three agencies recognized their responsibility to comply with historic and cultural preservation laws, and committed to a long-term compliance and management effort to address the impacts of the selected operating strategy. They initiated a series of agreement documents including, development of a programmatic agreement with affected tribes, SHPOs, the ACHP, and other interested and affected federal agencies. It is this agreement that guides the FCRPS Program today (Appendix F).

The Lead Federal Agencies committed to fund this effort long-term, beginning in fiscal year 1997, with BPA, Reclamation, and USACE each providing a share of the funds. The Agencies drafted other agreements that defined roles and responsibilities, including mechanisms for joint funding. The agencies also committed to develop or modify HPMPs for Projects where these documents did not already exist, to provide for long-term management of affected resources.

The RODs committed to a cooperative planning process for long-term protection of cultural resources. Additionally, they provided for mitigation of adverse effects to cultural resources (primarily through the Section 106 processes of the NHPA). RODs also committed to protecting Native American treaty and executive order rights to meet agency trust responsibilities.

Cooperating Group System

The FCRPS Program ultimately grew from the commitments outlined in the SOR RODs. During the SOR public involvement process, regional Native American tribes requested that the Lead Federal Agencies create a system for managing cultural resources that they could actively participate in. The response to this request was creation of the cooperating group system for Program planning that exists today. Together, the Lead Federal Agencies, tribes, and representatives from other state and federal agencies develop historic properties management plans that address the following:

- A method of determining significant cultural resources.
- Approaches to resource protection, preservation and treatment.
- A framework for data recovery excavations where such archaeological investigations prove to be the preferred treatment.
- Plans for site monitoring, public education and interpretation of cultural material.
- Long-term curation of recovered artifacts and information.

The plans also addressed requirements by other relevant legislation, including enforcement of ARPA, NAGPRA, and AIRFA.

Significant in creation of the current FCRPS Program, are agreements between BPA and Reclamation (signed in 1996) and BPA and the USACE (signed in 1997) establishing Joint

Operating Committees (JOCs). The JOCs established subcommittees to complete technical work assignments related to various aspects of FCRPS O&M, and one of their main functions is to review, approve and administer the budget for FCRPS subcommittees, including the CRSC that currently implements the FCRPS Program.

Most of the subcommittees established by the two JOCs initially acted independently of each other. However, the agencies gradually worked more closely in the areas of reporting, updating, and presenting information at bi-annual JOC meetings held jointly by BPA, USACE, and Reclamation. They found it more efficient to merge into one subcommittee to address FCRPS cultural resource management issues from a systemwide perspective. The CRSC was formed as a result of merging the groups established under the two DFAs and was formalized in 2004.

By mutual agreement, BPA originally served as the contracting agency for much of the cultural resource work at Reclamation's reservoirs. This decision was made mainly because Reclamation did not have sufficient staff to handle the contracting workload. This has changed through time, and BPA and Reclamation now share contracting responsibilities (see Chapter 4). At USACE reservoirs, policy (Appendix K) prevents delegation of contracting responsibilities to another agency where contract work will occur on USACE managed lands.

Inventory and Information Gathering (2001 to 2009)

In 2001, the USACE, BPA, and Reclamation recognized they needed to resolve issues that were impeding effective cultural resource program implementation. In January 2001, the three Agencies began a self-assessment to identify issues impacting the Program and a means to resolve those issues. One outcome was a decision to create a handbook to document mutually agreed-upon Program parameters, define goals and objectives, and set forth internal communication and business processes. Another outcome was the formation of a single Cultural Resources Subcommittee, which was later formalized as the CRSC under the JOC.

The FCRPS Program: Program Assessment and New Direction (2009 to Present)

Beginning in 2009, Lead Federal Agency staff conducted an audit to assess progress made toward complying with Section 106 of NHPA, the adequacy of funding levels, and identification of issues that continued to affect Program progress. The Program assessment was completed in part because the end of the 15-year funding commitment was approaching, and Lead Federal Agency executives and JOC co-chairs needed an understanding of how future funding levels would need to be adjusted to enable continued compliance with Section 106 under the SWPA.

BPA, Reclamation, and USACE committed to continue working together as a unified program with each Agency acting as a co-lead. This meant that each Agency remained responsible for managing its lands, resources and program, but would coordinate with the other agencies to fulfill their shared regulatory compliance responsibilities.

As the Program grew and evolved, and staff changed, the shared understandings of the history and purpose of the program began to diverge. It was apparent that the purpose and implementation of the Program, as well as roles and responsibilities, should be re-examined. From 2009 through 2011, the three agencies' staff and supervisors participated in a facilitated alignment process to resolve some of these issues. Accomplishments included:

- Development of a common understanding of program purpose.
- Re-establishment of agency roles and responsibilities within the joint program.
- Development of an issue resolution process.
- Development of long-term program goals and schedules.
- Improved systems for tracking and reporting program accomplishments.
- Summary of Section 106 program accomplishments to date.
- Assessment of future Section 106 actions that would be needed to fulfill requirements of the long-term program goals, along with corresponding schedules and budgets.

Annual and long-term work plans developed by cooperating groups incorporate work needs identified in long-term FCRPS Program goals, and the Lead Federal Agencies regularly report to agency executives and managers on progress.

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Chapter 4 THE PARTICIPANTS

Numerous entities, each with different roles and responsibilities, make up the FCRPS Program. These include the three Lead Federal Agencies, other federal agencies with land management responsibilities, SHPOs, and federally-recognized Native American Indian tribes. Effective communication, coordination, and consultation between all parties are essential to the successful implementation of the Program.

Although the Lead Federal Agencies are responsible for making final decisions for all aspects of the FCRPS Program, as a general principle, they involve other interested parties in the planning and implementation of Program activities.

Lead Federal Agencies

Each Lead Federal Agency has its own cultural resource program based on its unique mission. Despite these differing missions, each of the three Agencies shares responsibility for implementing the FCRPS Program and complying with Section 106 of the NHPA.

Bureau of Reclamation

Reclamation's mission is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public (http://www.usbr.gov/main/about/mission.html).

Founded in 1902 within the Department of the Interior, Reclamation is the second largest producer of hydroelectric power in the 17 western states and is best known for the dams, powerplants, and canals it built. These projects provide water for irrigation, water supply, recreation and hydroelectric power generation among other purposes. Reclamation has built more than 600 dams and reservoirs, including Hoover Dam on the Colorado River, and Grand Coulee on the Columbia River. Reclamation is the largest wholesaler of water in the country.

United States Army Corps of Engineers

The USACE is a federal agency within the Department of Defense whose mission is to deliver vital public and military engineering services; partnering in peace and war to strengthen our Nation's security, energize the economy, and reduce risks from disasters (http://www.usace.army.mil/About/MissionandVision.aspx). It is a major Army command, and the world's largest public engineering, design, and construction management agency. Generally associated with dams, canals and flood protection in the United States, the USACE

is involved in a wide range of public works. The USACE provides outdoor recreation opportunities to the public and provides 24 percent of the nation's hydropower capacity. Its most visible efforts include:

- Planning, designing, building, and operating locks and dam.
- Providing flood control, erosion reduction, and dredging for waterway navigation through civil engineering projects.
- Designing and building flood protection systems through various federal mandates.
- Restoring environment and ecosystems.

Bonneville Power Administration

In 1937, Congress created BPA (which is currently a branch of the Department of Energy) to serve as the marketing agent for power from all federally-owned hydroelectric dams in the Pacific Northwest. Consequently, BPA markets wholesale electrical power from 31 federal hydro projects in the Columbia River Basin, one nonfederal nuclear plant, and several other small nonfederal powerplants. BPA's mission as a public service organization is to create and deliver the best value for their customers and constituents as they act in concert with others to assure the Pacific Northwest:

- An adequate, efficient, economical and reliable power supply;
- A transmission system that is adequate to the task of integrating and transmitting power from federal and non-federal generating units, providing service to BPA's customers, providing interregional interconnections, and maintaining electrical reliability and stability; and
- Mitigation of the Federal Columbia River Power System's impacts on fish and wildlife (https://www.bpa.gov/news/AboutUs/Pages/Mission-Vision-Values.aspx).

BPA's customers, mainly publicly-owned utilities, are in Washington, Oregon, Idaho, Montana, Wyoming, Utah, Nevada, and California. In addition, BPA maintains connections with power grids in Canada. BPA also sells power from the region's only nuclear plant, the Columbia Generating Station, which is on the Hanford Site in eastern Washington.

Utility rates paid by BPA customers through electricity sales cover the cost of power production at FCRPS dams. Utility rates also cover the cost of operating and maintaining BPA's transmission system, as well as the debt for the original investment in the transmission system. Rates help cover mitigation costs for protecting the region's fish and wildlife populations. Rate payers support roughly 88 percent of FCRPS Program, and 80 percent of the overall FCRPS O&M costs.

Lead Federal Agency Roles & Responsibilities within the FCRPS Cultural Resource Program

Each of the three Lead Federal Agencies in the FCRPS Program is equally responsible for compliance with Section 106 of the NHPA. However, because they serve different functions in the Program, the basis, manner and means of that responsibility varies. For some activities encompassed by the undertaking, there may be only one Lead Federal Agency involved, the Project operator. This would be the case for an activity that is not classified as power or joint use, and for which all funding associated with the activity is from Congressional appropriations (i.e., no BPA direct funding is provided).

The USACE and Reclamation have direct responsibilities since they manage Project lands, as well as operate and maintain the dams and reservoirs. For example, the raising and lowering of the reservoir levels, recreational boating, and barge traffic can affect cultural resources by causing exposure and erosion. While these activities are part of the Congressional authorizations for most of the dams, they are not directly related to power generation or transmission, which is BPA's primary concern.

USACE / BPA Cooperation

The USACE and BPA have agreed on actions to comply with Section 106 of the NHPA and mitigate for the effects of reservoir operation on historic properties at the Bonneville, The Dalles, John Day, McNary, Ice Harbor, Lower Monumental, Little Goose, Lower Granite, Dworshak, Chief Joseph, Albeni Falls, and Libby dams and their reservoirs. Associated lands are managed by the Portland, Seattle, and Walla Walla districts of the USACE.

In 2006, the two Agencies signed a MOA that defines the purpose of the joint funding, specific program activities, and Agency responsibilities. The agreement describes the categories of activities that will be overseen by USACE, activities to be performed by BPA, and activities that BPA and the USACE work together to accomplish.

An overview of the content of this agreement is provided below. See the actual MOA for complete descriptions of Agency responsibilities (Appendix H).

USACE Actions

- The USACE is responsible for actions on USACE-managed lands, including the acquisition of services and administration of historic property management actions on USACE-managed lands.
- The USACE has control over contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of work under its contracts.

- Agency cultural resource representatives from the respective USACE districts and the Northwestern Division participate in the Project cooperating groups (Albeni Falls, Libby, Chief Joseph, Payos Kus Cukwe, and Wana Pa Koot Koot). The agency coordinates these groups to meet regularly and participate in the meetings to define and recommend historic property management actions.
- The USACE ensures compliance with the FACA and makes certain that the Project cooperating groups meet applicable standards.
- In an emergency situation (such as inadvertent discoveries of human remains or potentially significant historic properties, or unanticipated funding requirements), the USACE notifies BPA by telephone, e-mail, or fax within 2 business days. Notification normally occurs between the affected USACE district cultural resource representatives and BPA.

BPA Actions

- The CRSC members from BPA participate in the meetings of the cooperating groups to help identify appropriate historic property management actions consistent with the IDUPA, the SOR RODs, and the FCRPS Project agreements. BPA also ensures compliance with the FACA and makes sure the groups meet applicable standards.
- BPA may make recommendations to the USACE on budget proposals for cultural resources contracts.

USACE/BPA Joint Actions:

- Develop 1-year and 5-year action plans for each project, following technical discussions and collaboration with relevant cooperating groups.
- Develop statements of work for historic properties management activities.
- Review contractor professional qualifications (the USACE makes the selection, but will seek the recommendations of BPA).
- Review documentation for historic properties management activities and conduct in-house review of project draft technical reports.
- Provide staff and resources for activities of the agencies' CRSC of the JOC.
- Assign the USACE Northwestern Division FCRPS Program manager and the BPA Cultural Resource Program manager as co-chairs of the CRSC.

The two Agencies also agree to provide information to each other about contracting and program management. Activities to facilitate this include the following:

- CRSC co-chairs review district budget submittals and provide final proposed budget for the next fiscal year to the JOC.

- The USACE provides contractor progress reports to BPA.
- The USACE provides draft technical reports to BPA for review. The USACE also provides copies of all final reports to BPA.
- BPA provides technical comments on draft reports and statements of work.
- The USACE CRSC co-chair provides BPA monthly and annual expenditure reports.
- The CRSC co-chairs provide monthly financial reports to the JOC.

Reclamation/BPA Cooperation

Reclamation and BPA have an interagency acquisition agreement (Appendix L) to ensure FCRPS compliance with Section 106 of the NHPA, and to confirm funding levels for a given 5-year period. This agreement applies to reservoir operations at Lake Roosevelt in Washington, and at Hungry Horse Reservoir in Montana.

Reclamation Actions

Among many other activities not outlined below, Reclamation works jointly with BPA to:

- Determine the priorities of the FCRPS Program and document those priorities in 5-year plans and annual plans.
- Prepare annual requisitions.
- Acquire cultural resources management services.
- Develop contract statements of work and budgets for execution of projects that will advance the priorities developed in the 5-year and annual plans.
- Develop quality assurance requirements for each of the contracted activities and review contracted deliverables, providing comments within 30 days of receipt, or as arranged.
- Designate the Reclamation Pacific Northwest Regional Archaeologist to act as the primary official to help the contracting officer with contract administration.

Unless otherwise agreed upon, Reclamation will issue contracts for the following kinds of activities:

- Construction that is part of power-related O&M, or capital investment, especially projects related to the stabilization of archaeological sites.
- Inspect burial sites and conduct burial recovery at Lake Roosevelt.
- Contract for curation with facilities in which Reclamation holds an agreement.

BPA Actions

BPA works jointly with Reclamation to perform the following activities related to acquisition and administration:

- Determine the priorities of the FCRPS Program and document those priorities in 5-year and annual plans.
- Acquire cultural resources management services with the highest possible quality at the lowest possible cost while keeping in mind the importance of the FCRPS Program to regional tribes.
- Develop contract statements of work and budgets for execution of projects that will advance the priorities developed in the 5-year and annual plans.
- Develop quality assurance requirements for each of the contracted activities and jointly review contracted deliverables. Program Manager to act as the primary staff for contract administration oversight. The project managers will help the program manager with these tasks for the Grand Coulee Project and Hungry Horse Project areas.
- Unless otherwise agreed upon between the agencies, BPA will issue contracts for the following activities:
    - Tribal and agency participation in FCRPS Program meetings.
    - Data gathering and evaluation related to determining or updating the area of potential effect (APE) at each of the Project areas.
    - Locating or inventorying archaeological resources, properties of traditional cultural value to tribes, elements of the built environment, and other classes of cultural resources that may be affected by reservoir operations.
    - Data gathering and recommendations regarding the eligibility of cultural resources for inclusion on the NRHP.
    - Issuing contracts for gathering data regarding the condition of previously identified cultural resources and determine if they are being adversely affected by reservoir operations.
    - Resolving the adverse effects of reservoir operations with the exception of those involving construction of stabilization features.
    - Facilitating curation of museum property recovered from archaeological sites as a part of the FCRPS Program.
    - Selecting contractors.

FCRPS Cultural Resource Cooperating Groups

The cooperating groups are the principal mechanism for communication between the Lead Agencies and consulting parties. The groups serve as a regular forum to support intergovernmental communications. Communication within the cooperating groups also facilitates, but does not replace, government-to-government consultation with tribes. Because the cooperating groups are technical advisory bodies to the Agencies, formal or policy-level consultation is not part of their function.

The participants in the FCRPS Program work in eight separate cooperating groups[9] (Appendix M), based on dam and reservoir locations; tribal lands, land ceded by treaty, or ancestral territories; and contemporary land jurisdiction (Table 2; Figure 5). In some cases, technical issues at multiple dams are addressed by a single cooperating group. This occurs when dams are within a single, definable geographic area, and are of common interest to several tribes. Holding joint discussions about multiple dams together can expedite compliance and enhance cooperation.

Table 2. Cooperating Group Participants.

Participant / Coop Group	CTWSRO	Yakama Nation	CTUIR	Nez Perce Tribe	CCT	Spokane Tribe	Coeur d'Alene Tribe	CSKT	Kootenai Tribe of Idaho	Kalispel Tribe	BPA	BOR	USACE	Idaho Panhandle National Forest	Kootenai National Forest	Flathead National Forest	NPS Lake Roosevelt National Recreation Area	OR SHPO	WA SHPO	MT SHPO	ID SHPO
Wana Pa Koot Koot	X	X	X	X							X		X					X	X		
Payos Kuus Cuukwe		X	X	X	X						X		X					X	X		X
Chief Joseph Dam					X						X		X						X		
Lake Roosevelt Mainstem					X						X	X					X		X		
Lake Roosevelt Spokane Arm					X	X					X	X					X		X		
Albeni Falls							X	X	X	X	X		X	X							X
Libby Dam								X			X		X		X					X	
Hungry Horse								X			X	X				X				X	

CTWSRO – Confederated Tribes of the Warm Springs Reservation of Oregon
CTUIR – Confederated Tribes of the Umatilla Indian Reservation
CCT – Confederated Tribes of the Colville Reservation
CSKTI – Confederated Salish and Kootenai Tribes of the Flathead Reservation
BPA – Bonneville Power Administration
BOR – Bureau of Reclamation
USACE – U.S. Army Corps of Engineers
NPS – National Park Service
SHPO – State Historic Preservation Office

[9] *In 1997, as an outcome of the SOR, the Agencies established seven cooperating groups in conjunction with direct funding agreements. Later, the Grand Coulee group split and now meets as two separate but related groups, the Mainstem and Spokane Arm cooperating groups.*

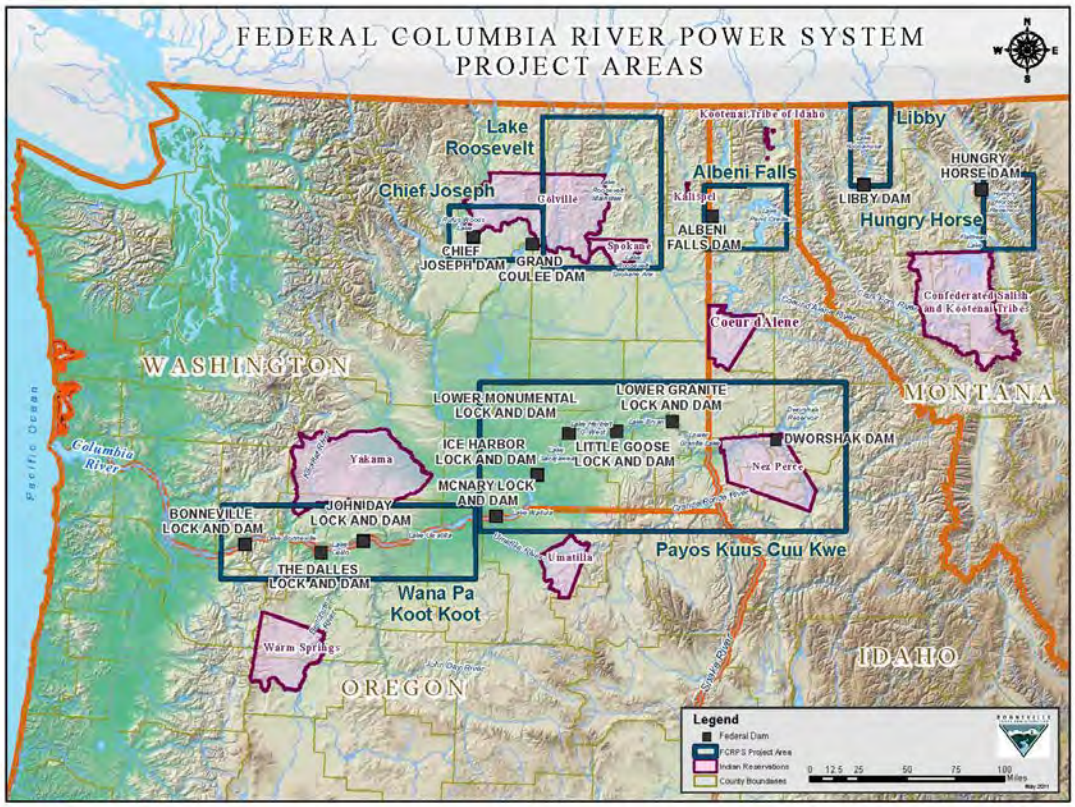

Figure 5. Cooperating group interest areas.

Typically, cooperating groups are comprised of project managers and technical staff from BPA and either USACE or Reclamation, tribal representatives and/or employees, SHPOs, THPOs, and other affected land managing agencies. The groups are a focal point for federal planning, coordination, and documentation for the FCRPS Program at the Project level. These groups provide a forum in which participants provide recommendations to the agencies for identifying, prioritizing, and reviewing Section 106 work activities within the program. Federal agencies consider these recommendations in their decision-making process. Federal agency cooperating group members communicate technical issues that cannot be resolved at the Project level to the CRSC.

The cooperating groups:

- Provide input for determining the Project-specific portion of the APE.
- Help the Lead Agencies define long and short-term priorities and implementation actions.
- Assist in the creation of annual work plans, 5-year plans, and other management documents (HPMPs, etc.).
- Help Lead Federal Agencies determine the appropriate priorities and scheduling for compliance activities.

- Help draft or review Project-specific Programmatic Agreements and HPMPs.
- Provide data and reporting accomplishments for annual reports.
- Provide information or recommendations to the Lead Federal Agencies on other matters relating to the implementation of the SWPA.

Other Participating Federal Agencies

In addition to the three Lead Federal Agencies, other federal agencies participate in the FCRPS Program. Usually the other federal agencies that participate have land management responsibilities for areas affected by FCRPS operations and maintenance. Their level of participation varies based on their legal involvement, land status, or governing and regulatory authority.

National Park Service

The NPS manages the Lake Roosevelt National Recreation Area. This area corresponds to the “Recreation Zone” in the “Five Party Agreement.” The recreation area was originally called the “Coulee Dam National Recreation Area,” and the NPS’s management of it was originally assigned under a 1946 agreement between Reclamation, the BIA, and the NPS.

This agreement noted that the lands "offered unusual opportunities through sound planning, development, and management for health, social, and economic gains for the people of the nation." The name of the area was changed in 1997 to Lake Roosevelt National Recreation Area.

Although the NPS does not serve as a lead agency in the FCRPS Program, it is invited and encouraged to participate because of their land managing responsibilities within Lake Roosevelt, and NPS technical specialists participate in both the Lake Roosevelt Mainstem and Spokane Arm cooperating groups.

U.S. Forest Service

The USFS is an agency of the U.S. Department of Agriculture that administers the nation's 155 national forests and 20 national grasslands encompassing 193 million acres. Four units of the USFS participate in the FCRPS Program.

The Idaho Panhandle National Forest

The Idaho Panhandle National Forest (IPNF) participates in the Albeni Falls cooperating group. While land jurisdiction around the lake is a mix of private and public, the IPNF has management responsibility for a significant amount of the land. The IPNF was assembled

from the Coeur d'Alene, Kaniksu, and St. Joe National Forests in 1973 and now encompass 2.5 million acres. It administers lands in the states of Idaho, Montana, and Washington.

The Flathead National Forest

The Flathead National Forest (FNF) participates in the Hungry Horse cooperating group, and has management responsibility for all lands surrounding Hungry Horse Lake. These responsibilities are outlined in a land jurisdiction agreement with Reclamation. The agreement states that Reclamation retains authority for management actions within the "Reclamation Zone" surrounding the dam, and retains authority over lands originally withdrawn and later returned to the FNF for O&M purposes. However, lands originally withdrawn for the Project have been returned to USFS management, and the FNF oversees most land management actions at the reservoir.

The Kootenai National Forest

The Kootenai National Forest (KNF) participates in the Libby cooperating group. Like the FNF, the KNF administers the majority of lands surrounding Lake Koocanusa through authority outlined in a land jurisdiction agreement. KNF lands are in the far northwestern section of Montana and the northeastern-most lands in the Idaho Panhandle, along the Canadian-U.S. border. The forest headquarters is in Libby, Montana.

The Columbia River Gorge National Scenic Area

The Columbia River Gorge National Scenic Area participates in the Wana Pa Koot cooperating group. It is managed by the USFS and encompasses the entire length of the Columbia River Gorge. Additionally, it separates portions of Washington and Oregon, and runs from the mouths of Sandy River to just east of the Deschutes River. The Columbia River Gorge is unique in both its natural and cultural history. It is the nation's first designated national scenic area.

Although day-to-day management is under the USFS, the Columbia River Gorge Commission oversees the recreation area. The Commission was established in 1987 to protect and enhance the scenic, natural, cultural, and recreational resources of the Gorge. It also ensures that growth within existing urban areas of the Gorge, and development outside urban areas, is consistent with resource protection.

Bureau of Indian Affairs

The Constitution of the United States, treaties, court decisions and federal statutes provide the U.S. government with a unique legal and political relationship with Indian tribes and Alaska Native communities. The BIA helps maintain and facilitate this relationship. It

administers and manages land held in trust by the U.S. for Native American tribes and Alaska Natives, and supports the tribes' efforts to have quality of life for their members. The BIA functions in an advisory capacity and as a trustee over Native American lands. In this capacity, the BIA is invited to participate in the cooperating group meetings.

State Historic Preservation Offices

The four SHPOs located in Oregon, Washington, Idaho, and Montana participate in the Section 106 process in each state, review nominations for properties eligible for inclusion in the NRHP, review undertakings for the impact they may have on historic properties, and support federal organizations, state and local governments, and the private sector. The U.S. government created this function in 1966 under Section 101 of the NHPA. States are responsible for setting up their own SHPO and corresponding policies; therefore, each SHPO varies slightly on their approach to NHPA Section 106 oversight.

The four SHPOs (or their representatives) are invited to participate in the cooperating group meetings for the dams and reservoirs located within their states. The level of SHPO participation varies between each cooperating group. Discussions within the cooperating groups facilitate the Section 106 consultation process but do not replace consultation and written documentation required by 36 CFR Part 800 and the FCRPS SWPA.

It is important to note that the FCRPS encompasses lands within three Indian reservations: the Colville Reservation, the Spokane Reservation, and the Nez Perce Reservation. There are also scattered pieces of land held in trust for tribal members in other areas outside of the reservations, and these involve members of the Warm Springs, Yakama, and Umatilla tribes. As per Section 101 of the NHPA, each of these tribes has created a THPO and they have assumed the role of the SHPO within the exterior boundaries of the reservations and affiliated lands that remain in trust. The agencies consult with the Colville, Spokane, Nez Perce, Warm Springs, Yakama, and Umatilla THPOs, rather than the SHPOs, for any activities that occur within these three reservations and the parcels of affiliated trust land.

Washington

The Washington SHPO is a participating member of the Wana Pa Koot, Payos Kuus Cuukwe, Chief Joseph Dam, and Lake Roosevelt Mainstem, and Spokane Arm cooperating groups.

Idaho

The Idaho SHPO is a participating member of the Payos Kuus Cuukwe and the Albeni Falls Dam cooperating groups.

Montana

The Montana SHPO is a participating member of the Libby Dam and Hungry Horse cooperating groups.

Oregon

The Oregon SHPO is a participating member Payos Kuus Cuukwe and Wana Pa Koot cooperating groups.

Tribal Participants

Contemporary Indian tribes have a unique relationship with the United States. They are sovereign entities within the boundaries of the United States and have specific treaty rights. Only federally-recognized tribes can conduct government-to-government discussions with federal agencies. A total of 10 federally-recognized Indian tribes participate in the FCRPS Program. The Wanapum Band also participates in the FCRPS Program, but they are a non-federally recognized Indian group. Some of the people of the Wanapum Band are enrolled as members in the Confederated Tribes and Bands of the Yakama Nation (Yakama Nation)

The Coeur d'Alene Tribe

The Coeur d'Alene Tribe (CDA) participates in the Albeni Falls cooperating group. French traders and trappers gave the name "Coeur d'Alene" to the tribe in the late 18th or early 19th century. In French, it means "Heart of the Awl," referring to the sharpness of the trading skills exhibited by tribal members in their dealings with visitors.

In the ancient tribal language, members call themselves, "Schitsu'umsh," meaning "The Discovered People" or "Those Who Are Found Here." The Coeur d'Alene Indian Tribe has more than 2,190 members.

The Coeur d'Alene Tribe was one of a group of closely related Interior Salish tribes who lived in northwestern Washington, northern Idaho, and western Montana (Palmer 1998). As described in the tribe's website, "The original Coeur d'Alene homeland spans almost 5 million acres, stretching from Montana in the east, to the Spokane River Valley in Washington, from near the Canadian border in the north, to near the confluence of the Snake and Clearwater Rivers in north Idaho" (CDA 2016). After disagreeing with the terms of the treaty that was offered them in 1855, they remained in their homelands into the 1860s. In order to resolve land ownership questions, the President then established a reserve for the Coeur d'Alene at the south end of Lake Coeur d'Alene in northern Idaho. A series of negotiations then started, and in 1873, the tribe reached an agreement with government representatives regarding the lands to be ceded and the lands to be reserved. This new

reserve was larger than the original reserve, and it included the entire shoreline of Lake Coeur d'Alene. Congress did not ratify this treaty, and so the President again issued an executive order establishing a reserve for the tribe. Another presidential order was issued in 1891 to further clarify the claims of the tribe. In 1894, the tribe ceded part of the reserve established in 1873, reducing the reservation to current dimensions, which still includes the southern half of Lake Coeur d'Alene (Royce 1899). The current reservation contains 345,000 acres (CDA 2016).

The tribe has a government based on executive, legislative, and judicial branches. The Tribal Council has seven members and uses a parliamentary system, with members elected by tribal vote, and the chairman elected by vote on the council.

The Confederated Tribes of the Colville Reservation

The CCT participate in the Chief Joseph, Grand Coulee Mainstem, and Payos Kuus Cuukwe cooperating groups. Today's CCT represent the Colville, Nespelem, Sanpoil, Lake, Palus, Wenatchi (Wenatchee), Chelan, Entiat, Methow, Okanogan, Moses-Columbia, and Chief Joseph Band of Nez Perce. Before the influx of Canadians and Europeans in the mid-1850s, their territories were grouped primarily around waterways such as the Columbia, San Poil, Okanogan, Snake, and Wallowa rivers. The Colville Indian Reservation was established by a presidential executive order in 1872 and was originally twice as large as it is today.

The Colville Indian Reservation is in north central Washington in Okanogan and Ferry counties. The reservation consists of tribally-owned lands held in federal trust status for the CCT, land owned by individual CCT tribal members, (most of which is also held in federal trust status), and land owned by others, described as fee property and taxable by counties. The CCT are governed by the Colville Business Council with its administrative headquarters located at the BIA agency at Nespelem. Isolated parcels of trust lands affiliated with the CCT and its members extend throughout their ancestral lands. Important clusters of CCT trust land outside the Colville Reservation can be found on the north shore of Lake Chelan, at the mouth of the Methow River, and at the confluence of the Kettle and Columbia rivers in Stevens County, Washington (CCT 2016).

The Nez Perce Tribe

The Nez Perce Tribe (NPT) participates in the Wana Pa Koot Koot and Payos Kuus Cuukwe cooperating groups. Nez Perce is the name given by French Canadian fur traders to the tribal peoples that lived in parts of Washington, Oregon, Montana, and Idaho, in an area surrounding the Snake, Salmon, and Clearwater rivers. The Nez Perce area at the time of Lewis and Clark was approximately 17 million acres. The tribal area extended from the Bitterroots in the east to the Blue Mountains in the west.

In 1800, there were more than 70 permanent villages ranging from 30 to 200 individuals, depending on the season and social grouping. In 1805, the Nez Perce was the largest tribe on the Columbia River Plateau, with a population of about 6,000. By the beginning of the 20th century, the Nez Perce had declined to about 1,800 because of epidemics, conflicts with non-Indians, and other factors.

The current tribal lands consist of a reservation with parts of four counties in northern Idaho, primarily in the Camas Prairie region, as established by the treaties of 1855 and 1863. The total land area is 1,195 square miles, and the reservation's population at the 2000 census was 17,959 residents. Its largest community is the city of Orofino, while Lapwai is the seat of tribal government (NPT 2016).

The Spokane Tribe of Indians

The STI participates in the Grand Coulee Spokane Arm cooperating group. The STI is of the Interior Salish Group. The tribe occupied the Spokane River from its headwaters near the Washington-Idaho border all of the way downriver to the confluence of the Spokane and Columbia rivers, and including parts of the Columbia from near Lincoln, Washington, upstream to Hawk Creek and then to Hunters Creek. Their territory also encompassed adjoining areas of eastern Washington, including parts of the Hangman Creek, Crab Creek, and Hawk Creek drainages. The STI now live on a reservation of 159,000 acres, and the tribal government is based in Wellpinit, Washington.

The STI originally occupied, protected, and respected over 3 million acres of land. The STI lived along the Spokane River in three bands known as the Upper, Middle, and Lower Spokane Indians. In January of 1881, President Rutherford B. Hayes, by executive order, formally declared the Spokane Indian Reservation to be the new and smaller home of the Spokane Indians. The three bands of Indians were split up with some finding new homes which are now known as the Coeur d'Alene Indian Reservation, the Flathead Indian Reservation, and the Colville Indian Reservation (STI 2016). This sovereign government body is led by the Spokane Tribal Business Council.

The Council consists of the tribal chairman, vice chairman, tribal secretary and two council members. The Spokane Tribal Business Council reports to the general membership which consists of all enrolled Spokane Tribal members (STI 2016).

The Confederated Salish and Kootenai Tribes of the Flathead Reservation

The CSKT participate in the Hungry Horse, Libby, and Albeni Falls cooperating groups. The Flathead Indian Reservation is home to three tribes: the Bitterroot Salish, the Upper Pend d’Oreille, and the Kootenai. “Confederated Salish” refers to both the Salish and Pend d’Oreille tribes. Historically, the territories of these three tribes covered all of western Montana and extended into parts of Idaho, British Columbia, and Wyoming. The Hellgate

Treaty of 1855 established the Flathead Reservation; however, more than 500,000 acres passed out of tribal ownership during land allotment beginning in 1904.

The CSKT's Tribal Council established a Kootenai Culture Committee in 1975 that functions independently from the tribal organization. A Salish-Pend d'Oreille Culture Committee has also been established. These committees advise the Tribal Council on cultural issues that affect tribal policy and provide information to help develop tribal programs (CSKT 2016).

The Confederated Tribes of the Umatilla Indian Reservation

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) participate in the Wana Pa Koot Koot and Payos Kuus Cuukwe cooperating groups. Three bands make up the CTUIR: Cayuse, Umatilla, and Walla Walla. The people of the three tribes once had a homeland of 6.4 million acres in northeastern Oregon and southeastern Washington.

In 1855, the tribes and the U.S. government negotiated a treaty in which the tribes ceded possession of much of this land, but they also retained a reservation homeland of 250,000 acres. The three tribes were united as a single tribal government in 1949 when the leaders adopted a constitution and by-laws.

Federal legislation in the late 1800s reduced the size of the Umatilla Reservation, which now covers about 172,000 acres just east of Pendleton, Oregon, and 14,000 acres in the McKay, Johnson, and McCoy Creek areas southeast of Pilot Rock, Oregon.

Before European contact, the Cayuse, Umatilla, and Walla Walla population was estimated at 8,000. Current enrollment of the CTUIR is more than 2,800 members. Roughly half of the tribal members live on or near the reservation. The Umatilla Reservation is also home to about 300 Indians enrolled with other tribes, including Yakama, Warm Springs, and Nez Perce, as well as 1,500 non-Indians.

As a sovereign government, an elected board of trustees governs tribal affairs. Members of the board are elected by a general council. A chairman presides over the board, which consists of eight other members. The board sets policy, makes the final decisions on tribal affairs, and takes a lead role in determining priority projects and issues (CTUIR 2016).

The Confederated Tribes of the Warm Springs Reservation of Oregon

The CTWSR participate in the Wana Pa Koot Koot cooperating group. The Warm Springs Reservation includes people from three different tribes: the Wasco, who speak a Chinookan language like people along the lower Columbia River; the Warm Springs (Tenino), who speak a Sahaptin language like people in north-central Oregon and south central Washington; and a small group of Northern Paiute, whose origins lie in the northern Great Basin.

The Wasco bands on the Columbia River were the eastern-most group of Chinookan-speaking Indians. Although they were principally fishermen, their frequent contact with other Indians throughout the region provided for abundant trade. Unlike the Wascos, the Warm Springs bands moved between winter and summer villages. Contact between the Warm Springs bands and the Wascos was frequent, and, although they spoke different languages and observed different customs, they could converse and traded heavily. In the 1855 treaty that established the Warm Springs Reservation, the tribes ceded lands totaling about 10 million acres in eastern Oregon from the crest of the Cascades Mountain to the upper reaches of the John Day River in the Ochoco Mountains (CTWSR 2016). The northern boundary of the cession was the Columbia River, and the southern boundary was an arbitrary east-west line just south of the Crooked River. The tribes reserved for themselves a parcel along the west side of the Deschutes River just north of the confluence with the Metolius (Royce 1899).

In 1855, the superintendent for the Oregon Territory received orders to clear the Indians from their lands, which was accomplished by negotiating a series of Indian treaties, including the one establishing the Warm Springs Reservation. Under this treaty, the tribes kept their rights to harvest fish, game and other foods off the reservation in their usual and accustomed places (CTWSR 2016).

The settlement of the Paiutes on the Warm Springs Reservation began in 1879 when 38 Paiutes moved to Warm Springs from the Yakama Reservation. The lifestyle of the Paiutes was considerably different from that of the Wasco and Warm Springs bands.

In 1937, the three tribes organized as the CTWSR of Oregon by adopting a constitution and by-laws for tribal government. In 1938, they formally accepted a corporate charter from the United States for their business endeavors (CTWSR 2016).

The Confederated Tribes and Bands of the Yakama Nation

The Yakama Nation participate in the Wana Pa Koot Koot and Payos Kuus Cuukwe cooperating groups.

The Yakama Nation lies in central Washington along the Columbia River, with the rolling foothills and Yakama River as the eastern boundary. Along the eastern slopes of the Cascade Mountain Range, the Yakama Nation forest consists of 600,000 acres of timbered lands.

The Yakama Nation ceded more than 12 million acres to the federal government during the 1855 treaty signing. In the treaty, tribal leaders reserved the right to fish, hunt and gather all of the tribe's traditional foods on the reservation, as well as the ceded area. Although the treaty was signed on June 9, 1855, it did not become ratified until March 8, 1859. Just one month after the treaty was signed, Governor Stevens declared all ceded lands open and available for white settlement (YN 2016).

The Kalispel Tribe of Indians

The Kalispel Tribe of Indians participates in the Albeni Falls cooperating group. They are a part of the group of closely related Interior Salish Tribes whose traditional territories cover north-central Washington, northern Idaho, and western Montana. The traditional territory of the Kalispel stretches from the Pend Oreille River valley of northeastern Washington, across northern Idaho (including Lake Pend Oreille), and up the Clark Fork River into western Montana. The Kalispel Reservation, which was established by Presidential Executive Order in 1914, is on the Pend Oreille River near Usk, Idaho (Lahren 1998).

During the middle to late 19th century, the Kalispel Tribe experienced increasing white settlement in the area. Roman Catholic priests began working with the tribe in 1844. In 1855, the Upper Kalispel Tribe ceded its lands and moved to the Jocko Reservation (also known as the "Flathead Reservation") in Montana. The Lower Kalispel Tribe, ancestors of today's Kalispel members, refused to give up their ancestral lands and continued to work toward an agreement that would allow the tribe to remain on its homeland.

During the late 1800s, while most other tribes were going through the process of establishing reservations, the Kalispel Tribe of Indians had almost no relationship with the federal government. Congress proposed a treaty in 1872, but the tribe refused to sign it. By 1875, Congress had stopped establishing treaties with tribes, leaving the Kalispel Tribe with no legal protection. By 1875, the tribal population had shrunk to 395 people.

Today, the Kalispel Business Council, consisting of five tribal members, is a self-governing entity which oversees services, programs, and business endeavors. It is the policy-making body of the tribe with legislative authority. Council members are democratically elected by the tribal membership and serve 3-year terms. The mission of the Business Council is to guide tribal services and promote the positive advancement of its sovereign status (Kalispel 2016).

The Kootenai Tribe of Idaho

The Kootenai Tribe of Idaho participates in the Albeni Falls cooperating group. This federally-recognized tribe is part of the broader Kootenai-speaking people, whose traditional territory covers lands from near Kalispell, Montana, up the Kootenai (Kootenay) River in British Columbia and northern Idaho, and northward to the headwaters of the Columbia River itself (Brunton 1998). The establishment of the United States and Canada as separate nations led to the division of the Kootenai people into smaller (but still closely related and interacting) groups, as described by the tribe's website:

> "The seven bands of the Kootenai Nation are represented by seven feathers which depict the Kootenai Tribe of Idaho, the Lower Kootenai Band in Creston, B.C., the St. Mary's Band in Cranbrook, B.C., the Columbia Lake Band in Windermere, B.C., the

> Sushwap Band in Invermere, B.C., the Tobacco Plains Band in Grasmere, B.C., and the Confederated Salish and Kootenai Tribe in Pablo, Montana." (Kootenai 2016)

In 1855, the tribe refused to sign a treaty with the U.S. government that would require them to cede their aboriginal lands in Idaho and consolidate with several other smaller tribes in Montana. Due to illegal land loss, the tribe was awarded $425,000 in a land claims settlement in 1960. On September 20, 1974, the 67 members of the Kootenai Tribe formally declared war on the U.S. seeking federal recognition. They did not engage in violence, and, by calling attention to their situation, the tribe was deeded 12.5 acres.

In 1986, the Kootenai Tribe of Idaho celebrated the first major step in their economic independence – the Kootenai River Inn, wholly-owned by the Kootenai Tribe.

The tribal elders hand down the skills and traditions of the ancestors, and many tribal members still speak the Kootenai language. The Kootenai Tribe of Idaho is a sovereign nation governed by the Kootenai Tribal Council. This nine-person board is comprised of nine adult Kootenai tribal members, and includes a chairman, vice-chairman, secretary and treasurer. There are also three general and two alternate council members (Kootenai 2016).

Chapter 5 THE DAMS, RESERVOIRS, AND AREAS OF POTENTIAL EFFECT

What is an Area of Potential Effect?

According to 36 CFR § 800.16(d), the APE is the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The APE is influenced by the scale and nature of an undertaking, and may be different for different kinds of effects caused by the undertaking.

The SWPA also notes that the APE includes: "…all geographic areas within which the undertaking may directly or indirectly cause alterations in the character or use of historic properties. This includes geographic areas currently being affected and geographic areas where adverse effects are identified in the future." The APE can include lands held in fee, in trust, or for a tribe or an allottee by the United States, as well as private or public lands. Also, the APE may be geographically discontinuous, as is the case at Libby Dam.

Generally speaking, the APE at the 14 FCRPS Projects is the area of the dams, the associated area of inundation behind those dams, an area surrounding the reservoirs specifically determined to be affected by operations for all Project purposes, and the tailrace immediately below the dams. As noted above, these often include federal fee, federal easements, and privately held lands. Some of the APE also includes lands in the downstream reaches, outside of the Project boundaries, where there is no current federal ownership or legal interest, but where effects occurring to historic properties are the results of the federal actions.

If a HPMP exists for a Project, the specific APEs are described and shown on maps contained in the HPMP and include a narrative statement explaining its extent.

The cooperating groups continue to review boundaries of current APEs as needed. This helps ensure sufficient boundaries to cover all areas affected by O&M, including addressing any changes to the dams and reservoirs resulting from those actions. If conditions are noted that require a change in the APE, the cooperating groups can recommend that the Lead Federal Agencies reinitiate consultation about the extent of the APE.

The FCRPS dams and their associated areas of potential effect are described in the following sections.

The FCRPS Program Dams and Reservoirs

Bonneville Lock and Dam and Lake Bonneville (USACE, Portland District)

Bonneville Lock and Dam is located 40 miles east of Portland, Oregon, in the Columbia River Gorge (Figure 6). It is named for Army Captain Benjamin Bonneville, an early explorer who charted much of the Oregon Trail. The Bonneville Dam Historic District became a National Historic Landmark in 1987.

The Project area encompasses USACE fee-owned properties and flowage easements along the north and south shores of the Columbia River. It straddles Washington and Oregon states. The reservoir is at RM 145.5 on the Oregon side of the river and it extends from The Dalles Dam to Bonneville, Oregon, for a total of 47 river miles. The normal operating elevation range of the Lake Bonneville is 71.5 to 76.5 feet above sea level.

As Lake Bonneville rose, water submerged river cascades and an old navigation lock structure. The original navigation lock at Bonneville was opened in 1938 and at that time was the largest single-lift lock in the world. Although the dam began to produce hydroelectricity in 1937, commercial electricity from the dam did not enter the distribution system until a year later.

USACE began construction on a second powerhouse (and dam structure) in 1974; it was completed in 1981. The second powerhouse was built by widening the river channel on the Washington side, creating Cascades Island between the new powerhouse and the original spillway.

Figure 6. View of Bonneville Dam and powerplant.

The Dalles Dam / Lake Celilo (USACE, Portland District)

USACE built the Dalles Dam between 1952 and 1957 to improve navigation and provide hydroelectric power (Figure 7). The Project area encompasses USACE fee-owned properties and flowage easements along the north and south shores of the Columbia River, straddling the states of Washington and Oregon. The reservoir is 192 miles upstream from the mouth of the Columbia River. The reservoir, named Lake Celilo, is about 24 miles long and runs east to the John Day dam, just east of Rufus, Oregon. The normal operating elevation range of Lake Celilo is 155 to 160 feet above sea level.

Slack water created by the dam submerged Celilo Falls, the economic and cultural hub of Native Americans in the region, and possibly the oldest continuously inhabited settlement in North America. On March 10, 1957, hundreds of observers looked on as the rising waters submerged the falls and fishing platforms, and inundated the village of Celilo.

On the Oregon shore of Lake Celilo, fan and river deposits from the Quaternary period are highly erodible and susceptible to landslides with the potential for small-scale slumps and debris flows.

Figure 7. View of the Dalles Dam.

John Day Lock and Dam and Lake Umatilla (USACE, Portland District)

The John Day Dam is the newest on the lower Columbia, with construction completed in 1971 (Figure 8).

The dam is 28 miles east of the city of The Dalles, Oregon, and just below the mouth of the John Day River. It joins Sherman County, Oregon, with Klickitat County, Washington. The closest town on the Washington side is Goldendale, 20 miles north. The closest town on the Oregon side is Rufus, Oregon. Authorized by the 1950 Flood Control Act, John Day is a concrete gravity run-of-river dam featuring a navigation lock and fish ladders on both sides of the dam.

The dam forms Lake Umatilla, which runs a little more than 76.4 miles up the river channel to the foot of the McNary Dam, and provides for 500,000 acre-feet of flood control water storage.

Landslides have occurred at the dam, with most occurring on the Washington shore.

Figure 8. View of John Dan Dam, powerplants, and fish ladder.

McNary Dam and Lake Wallula (USACE, Walla Walla District)

McNary Dam is a 1.4-mile-long concrete gravity run-of-river dam bridging Umatilla County, Oregon, with Benton County, Washington (Figure 9). The dam is 1 mile east of the town of Umatilla, Oregon, and 8 miles north of Hermiston, Oregon.

Construction began in 1947 and was completed in 1954. There are two fish ladders for salmon and steelhead passage, one on each shore of the dam.

The Washington side also has a navigation lock that lifts boats an average of 75 feet for slack water navigation. The dam provides hydroelectric power generation, recreation, wildlife habitat, and incidental irrigation. It flooded Umatilla Rapids, forming a reservoir called Lake Wallula. The lake extends 64 miles, up the Columbia to the Department of Energy Hanford Site, and up the Snake River to the Ice Harbor Dam.

Figure 9. View of McNary Dam.

Ice Harbor Lock and Dam and Lake Sacajawea (USACE, Walla Walla District)

Ice Harbor Lock and Dam is a hydroelectric, concrete gravity run-of-river dam on the Snake River, bridging Walla Walla and Franklin counties in Washington (Figure 10). The dam is 8 miles northeast of the town of Burbank and 12 miles east of Pasco, at RM 9.2. Its name comes from a tiny bay in the river where boats once tied up to wait for upstream ice-jams to break up.

Construction began in June 1955, with the main structure and three generators completed in 1961. Three additional generators were finished in 1976. The spillway has 10 gates and is 590 feet long.

The dam forms Lake Sacajawea, which stretches to the base of Lower Monumental Dam, 32 miles upstream. The Wallula Channel, formed from the backup of Snake River entering the Columbia River just southeast of Pasco, runs 10 miles downstream from the base of the dam.

A major landslide occurred in a berm near the left supporting structure of the dam. Engineers created the berm to protect the bank, made mostly of Aeolian sand, from wave erosion. Just 2 months after reservoir filling began, the 1962 landslide displaced about 500,000 cubic yards of material. Several months later, another slide occurred about 1 mile upstream from the dam. This sliding was due to storm-induced waves, which moved slide material 1,200 feet into the reservoir. Both slides reached the basalt cliffs. Engineers believe both have since stabilized.

Figure 10. View of Ice Harbor Dam and powerplant.

Lower Monumental Lock and Dam and Lake Herbert G. West (USACE, Walla Walla District)

Lower Monumental Lock and Dam is a concrete, run-of-the-river dam on the Snake River in Franklin and Walla Walla counties, Washington (Figure 11). The dam is 6 miles south of the town of Kahlotus, and 43 miles north of the town of Walla Walla. Construction began in June 1961. The main structure and three generators were completed in 1969, with an additional three generators finished in 1981. The spillway has 8 gates and is 572 feet long.

The dam forms Lake Herbert G. West, which extends 28 miles east to the base of Little Goose Dam. Much of the reservoir shoreline is basalt rock.

Figure 11. View of Lower Monumental Dam and powerplant.

Little Goose Lock and Lake Bryan (USACE, Walla Walla District)

Little Goose Lock and Dam is a concrete, run-of-the-river dam in Columbia and Whitman counties in Washington State, on the Snake River (Figure 12). The dam is 9 miles northeast of the town of Starbuck, and 25 miles north of Dayton. Construction began in June 1963. The main structure and three generators were completed in 1970, with an additional three generators finished in 1978.

Little Goose Dam forms Lake Bryan, named for Doctor Enoch A. Bryan, who was president of the nearby Washington State University in the late 1890s and early 1900s. The lake stretches to the base of Lower Granite Dam, 37 miles upstream, with basalt rock forming most of the reservoir's banks.

Figure 12. View of Little Goose Dam and powerplant.

Lower Granite Lock and Dam and Lower Granite Lake (USACE, Walla Walla District)

Lower Granite Lock and Dam is a concrete gravity run-of-river dam on the Snake River that bridges Whitman and Garfield counties in Washington (Figure 13). Construction began in July 1965. The main structure and three generators were completed in 1972, with an additional three generators finished in 1979. Lower Granite Lake, which extends 39-miles east to Lewiston, Idaho, lies behind the dam.

Most of the reservoir shoreline materials are either basalt or riprap levees. Scattered deposits of Missoula flood gravels occur at Silcott Island and other reaches.

Figure 13. View of Lower Granite Dam.

Dworshak Dam and Reservoir (USACE, Walla Walla District)

Dworshak Dam is a concrete gravity dam in Clearwater County, Idaho (Figure 14). Over 6,000 acres of the Dworshak Project are located within the northeastern portion of the Nez Perce Reservation boundaries. It is located 4 miles northwest of the city of Orofino, and 47 miles east of Lewiston. Construction of Dworshak Dam began in June 1966. Originally, its name was slated to be "Bruces Eddy," but was changed to honor Henry C. Dworshak, who was a U.S. Senator from Idaho from 1946 to 1962.

The dam and reservoir are located on the north fork of the Clearwater River, and are flanked by several unstable areas. These areas consist of semi-consolidated shale and deep clay deposits. Some are active and continue to move, albeit at slow rates. One active area is at RM 32 near Falls Creek with slide areas up to 2 acres in size.

Shoreline sloughing was a common occurrence during the first few years of dam operation and was expected to stabilize with time, assuming no great change in water level fluctuations. The frequency of landslides has generally decreased since then, but problem areas remain.

Figure 14. View of Dworshak Dam.

Chief Joseph Dam and Rufus Woods Lake (USACE, Seattle District)

The Chief Joseph Dam is a large concrete gravity dam and hydroelectric powerplant on the upper Columbia River, just upstream from the mouth of Foster Creek, near Bridgeport, Washington (Figure 15). It forms Rufus Woods Lake, a re-regulating reservoir for the Grand Coulee Dam, approximately 50 miles upstream.

The reservoir behind the dam is approximately 51 miles long, with 106 miles of shoreline. Normal full pool elevation is 956 feet above sea level. Elevation fluctuates daily during the power generation cycle, but the reservoir normally is not drafted for floodwater storage and is considered run-of-river. The Project has a total of 13,040 acres of land.

The Project was authorized in 1946 and built from 1949 to 1958. To support a third powerhouse at the upstream Grand Coulee dam, USACE made extensive modifications between 1973 and 1979 to increase generating and hydraulic capacity.

The north shore of the Project is entirely within the boundaries of the Colville Reservation. The CCT have THPO jurisdiction on the north shore of the Project, and have primary land management responsibilities on tribal trust lands within the project.

Figure 15. View of Chief Joseph Dam and powerplant.

Grand Coulee Dam and Lake Franklin D. Roosevelt (Reclamation)

Grand Coulee Dam, a key structure in the FCRPS, is the largest hydroelectric facility in North America (Figure 16). The dam is on the mainstem of the Columbia River about 90 miles west of Spokane, in northeastern Washington. As part of the Columbia Basin project, it provides irrigation, power, and flood control.

The initial construction started in 1933 and was completed in 1942. Foreshadowing the later inundation of Celilo Falls, the impoundment behind Grand Coulee Dam flooded Kettle Falls, the second largest interior fishery in the Pacific Northwest. Power generation began in 1941, and Reclamation had installed all of the generators in the Left Powerhouse by 1948. Installation of the generators in the Right Powerhouse was completed in the early 1950s. The early 1950s also saw the completion of the first six pumps in the John W. Keys III Pump Generating Plant. President Johnson approved the construction of the Third Power Plant in 1966, and construction began the next year. In 1980, Reclamation installed the final generator in the Third Power Plant to complete the build-out of the Grand Coulee Dam complex.

Lake Franklin D. Roosevelt is the reservoir behind Grand Coulee Dam having a shoreline of about 520 miles. The lands surrounding the reservoir make up the Coulee Dam National Recreation Area as detailed under the 1946 Memorandum of Understanding (MOU) between Reclamation and the NPS. The Lake Roosevelt Cooperative Management Agreement of 1990, (also known as the "Five Party Agreement") defined land management responsibilities at Lake Roosevelt by identifying three zones: "Reclamation," "Recreation," and "Reservation." The agreement stipulates that the Reclamation Zone consisting of the area in the immediate vicinity of Grand Coulee Dam will be managed exclusively by Reclamation. NPS manages land within the Recreation Zone, which today is known as the "Lake Roosevelt National Recreation Area." The CCT and STI manage lands within their respective Reservation Zones. Reclamation has administrative control of the dam and associated areas.

The lakeshore has been prone to mass sloughing since before construction of the dam. Engineers have used various methods to stop this sloughing, including laying back slopes, dewatering the banks, and vegetating slopes. Three hundred and forty-five landslides occurred along the 635 miles of shoreline during initial filling of the reservoir. After the lake was fully filled, 255 additional slides occurred between 1943 and 1953, and continue to occur to the present, some of which may be influenced by reservoir operations.

Figure 16. View of Grand Coulee Dam looking southwest with the Banks Lake Feeder Canal in the background.

Albeni Falls Dam and Pend Oreille Lake (USACE, Seattle District)

Albeni Falls Dam, which was placed at the natural outlet of Lake Pend Oreille, provides more than 1.1 million acre-feet of water storage for 15 downstream federal and non-federal hydroelectric dams (Figure 17). The reservoir, which is in Bonner County in Idaho, includes all of Pend Oreille Lake and 25 miles of the Pend Oreille River between the dam and the lake. The lake elevation varies between 2049.7 and 2062.5 feet above sea level. The dam is a concrete gravity, gate controlled structure about 90 feet high. The powerhouse has three turbine-driven generators with an approximate capacity of 42,600 kilowatts. Fee title real estate comprises 11 percent of the shoreline; the rest is in private hands (59 percent), easements (15 percent), USFS (13 percent), and state or local government (2 percent) ownership.

Lake Pend Oreille shorelines have experienced sloughing since before Albeni Falls Dam construction and the raising of the original lake level.

Figure 17. View of Albeni Falls Dam and powerplant.

Libby Dam and Lake Koocanusa (USACE, Seattle District)

Dedicated on August 24, 1975, Libby Dam spans the Kootenai River 17 miles upstream from the town of Libby, Montana (Figure 18) and is 422 feet tall and 3,055 feet long. Lake Koocanusa, formed by the held-back water, extends 90 miles upriver from the dam and has a maximum depth of about 370 feet. Forty-eight miles of the reservoir lie within the borders of the U.S.; the remaining 42 miles are in Canada. Lake Koocanusa was named for the treaty between the Kootenai Indians, and the Canadian and U.S. governments (the word Koocanusa is a play on Kootenai/Canada/United States of America), to build the dam and form the reservoir. It is the fourth dam constructed under the Columbia River Treaty.

The Kootenai River is the third largest tributary to the Columbia River, contributing almost 20 percent of the total water in the lower Columbia. Libby Dam holds back an average of 5,800,000 acre feet of water. Engineers relocated the town of Rexford, Montana, and designed the Flathead Railroad tunnel, to make way for the dam. The dam can pass more than 160,000 cubic feet per second (cfs) of water at full capacity, and has a selective withdrawal system allowing water passage from various levels of Lake Koocanusa. This system allows dam operators to moderate water temperatures downstream. Libby Dam's powerhouse contains five turbines and is capable of generating 600 megawatts.

The northern end of Lake Koocanusa lies in lake sediments, and consolidated glacial outwash and till. The town of Rexford is in the Tobacco River valley, and the Tobacco River cuts through these sediments before flowing into Lake Koocanusa. Extensive erosion has occurred in this area causing shoreline retreat. Libby Dam was initially formed under a 1966 MOU between the USACE (Seattle District) and the USFS (KNF).

Figure 18. View of Libby Dam and powerplant.

Hungry Horse Dam and Hungry Horse Reservoir (Reclamation)

The Hungry Horse Dam, powerplant, and reservoir are on the South Fork of the Flathead River approximately 20 miles northeast of Kalispell, Montana, near the northwest corner of the state (Figure 19). The reservoir, which is within the boundaries of the FNF, is 36 miles long with a shoreline of about 100 miles. Hungry Horse Dam is 564 feet high and has a concrete thick arch structure with a crest length of 2,115 feet. The spillway capacity is 50,000 cfs and the reservoir has a total capacity of 3,468,000 acre-feet. The entire dam and reservoir is within Flathead County.

A 1948 MOU between the USFS and Reclamation allowed for the withdrawal of USFS land to build Hungry Horse Dam and Reservoir. The FNF kept administrative responsibility for lands that Reclamation did not use for operation of the dam.

Landslides have not been a significant issue at this facility.

Figure 19. View of Hungry Horse Dam and powerplant looking upstream at Hungry Horse Reservoir.

Chapter 6 FUNDING AGREEMENTS, COMMITMENTS, AND BUDGETS

The FCRPS Program is funded through a unique combination of revenue from the sale of "power funds" (electricity) and Congressional-appropriated funds.

BPA Power Funds

BPA's 2-year and 5-year power budgets are formulated through collective dialogs between BPA, Reclamation, and the USACE. Budgets for a 2-year time frame are reviewed through discussion with customers and the general public during an "Integrated Program Review." Final budgets for a specified time frame are approved during "Rate Cases," or formal evidentiary hearings where BPA sets rates that permit the agency to recover its total costs, including obligations to repay its debt to the federal treasury. At the conclusion of the rate proceeding, BPA's Administrator issues a Final ROD, which includes BPA's final proposed rates. BPA then files its rates proposal with the Federal Energy Regulatory Commission for confirmation and approval (Figure 20). BPA bills its customers, which are primarily consumer-owned utilities, according to approved rates.

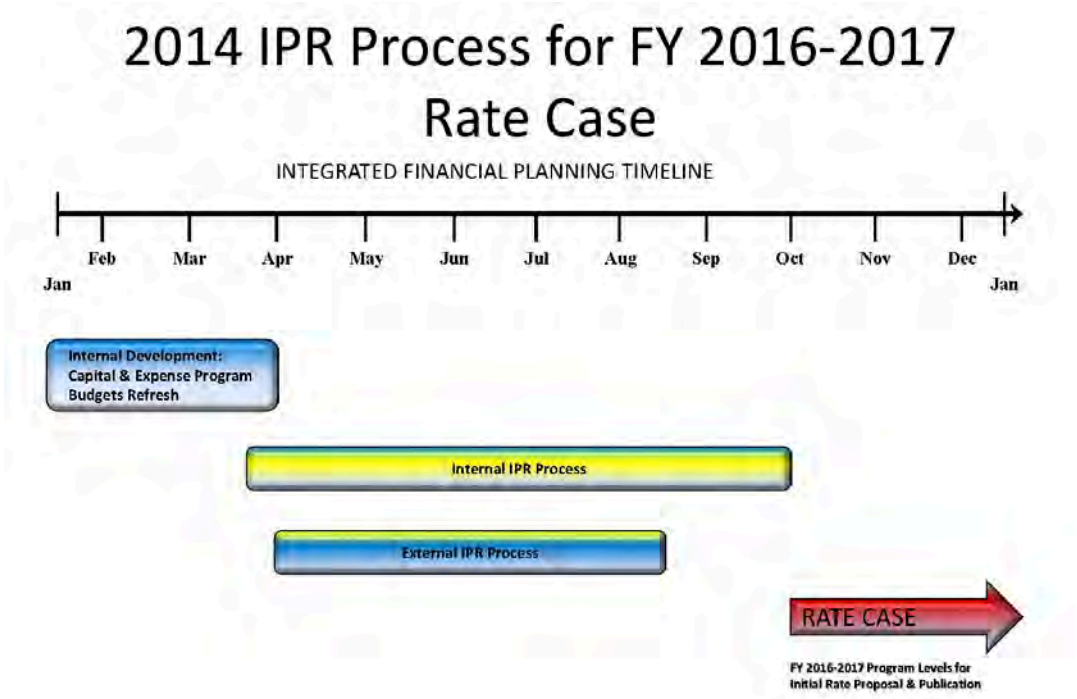

Figure 20. BPA Integrated Program Review process

Reclamation and USACE Appropriated Funds

The Congressional appropriations process that funds USACE and Reclamation shares of Program funding differ substantially from BPA's Integrated Program Review and Rate Case processes (Figure 21; Figure 22). The appropriations process is initiated by the President upon submittal of an annual budget (or recommended spending levels) for the upcoming fiscal year. The President's budget is accompanied by individual agency supporting materials when submitted to the relevant House and Senate appropriations subcommittees. House and Senate appropriations subcommittees hold hearings to review agency justifications for upcoming fiscal year budgets. Congress then passes a budget resolution that covers the upcoming five years, and sets spending ceilings for each committee with jurisdiction for the upcoming fiscal year. The budget resolution is supposed by be adopted by April 15 of each year (http://www.senate.gov/reference/resources/pdf/97-684.pdf).

If Congress fails to pass a budget resolution before the beginning of the fiscal year, nonessential activities at the affected agencies cease, and the affected agencies continue operation under reduced budgets. To avoid this in recent years, temporary funding at the previous year's level has been provided to agencies until regular bills are enacted through continuing resolutions.

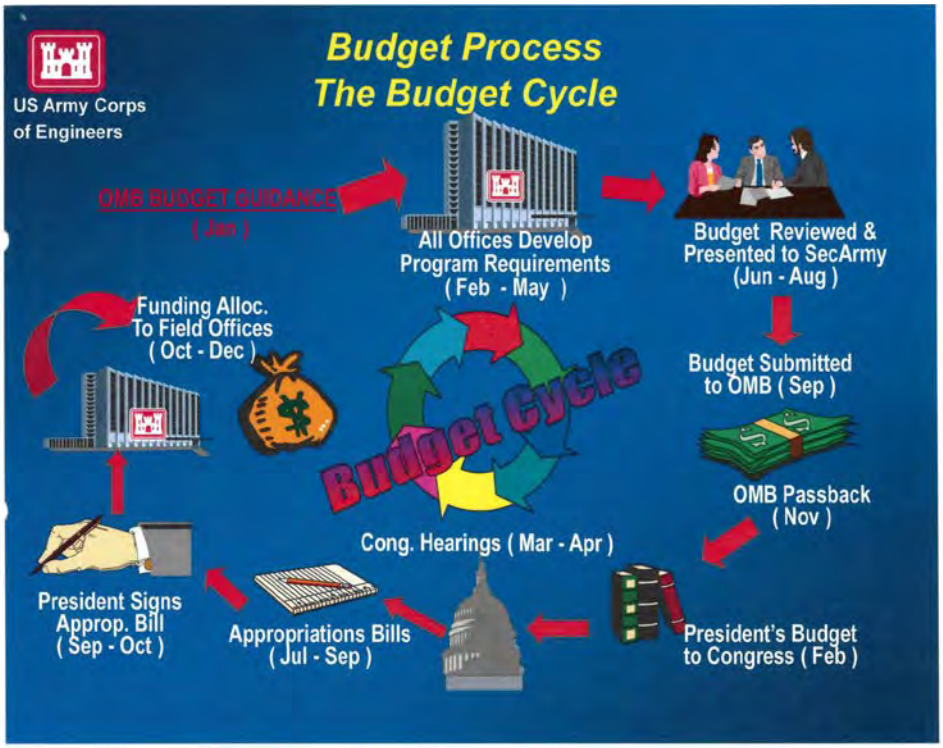

Figure 21. USACE Congressional appropriations process.

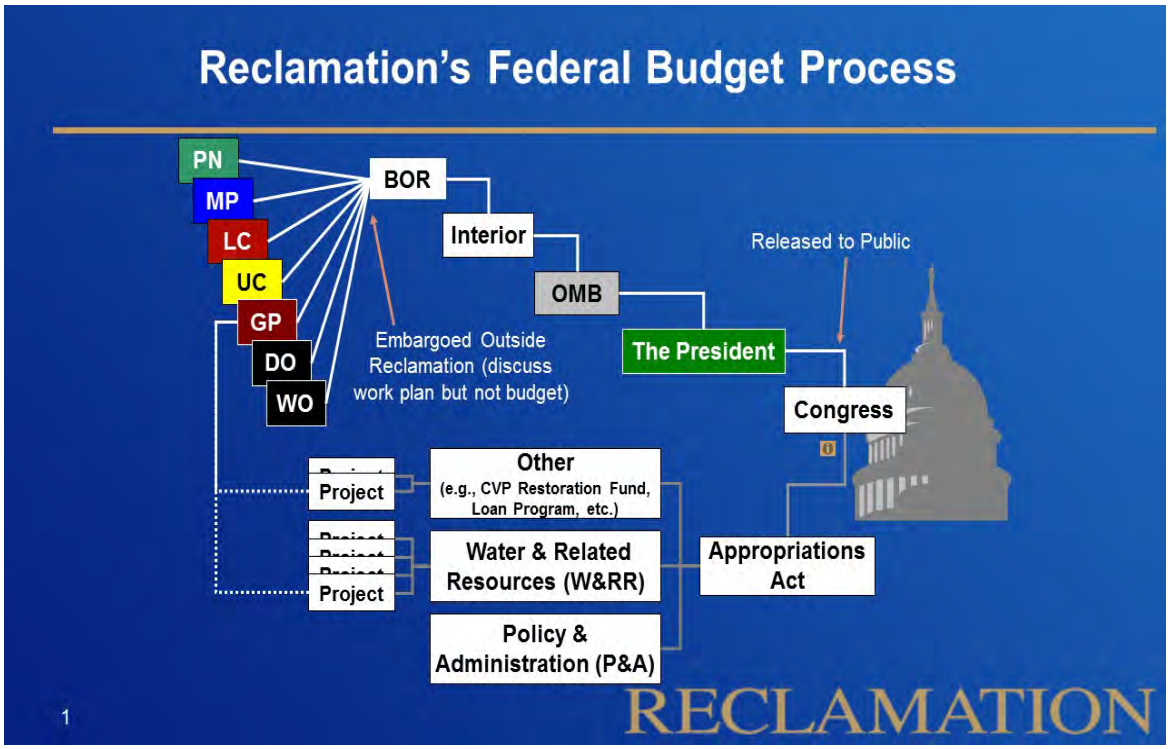

Figure 22. Reclamation's budget process.

For the purposes of the FCRPS Program, it is important to note the difference between "obligation" and "expenditure" of funds. Funds under an annual appropriations measure must be obligated in the fiscal year for which they are approved, but can be expended in subsequent fiscal years. This permits Reclamation and the USACE to continue making payments to Program contractors after the end of the fiscal year during which work was performed.

Joint-Funding

On October 1 of each year, BPA transfers its portion of the annual Program budget to Reclamation and USACE treasury accounts under BPA's direct funding authority. Transfer processes differ slightly for each Agency. For USACE Projects, BPA sends about 99 percent of the annual FCRPS Program power funds on October 1 each year, which is the first day of the federal fiscal year. USACE combines this funding with Congressional-approved matching funds, and oversees expenditures. The USACE appropriated budget cycle is depicted in Figure 21. With these joint funds, USACE administers contracts for cultural resources compliance work on its own lands. BPA retains roughly 3 percent of the USACE power funds for systemwide expenses that cannot be ascribed to a particular Project. BPA administers these funds independently (Figure 23).

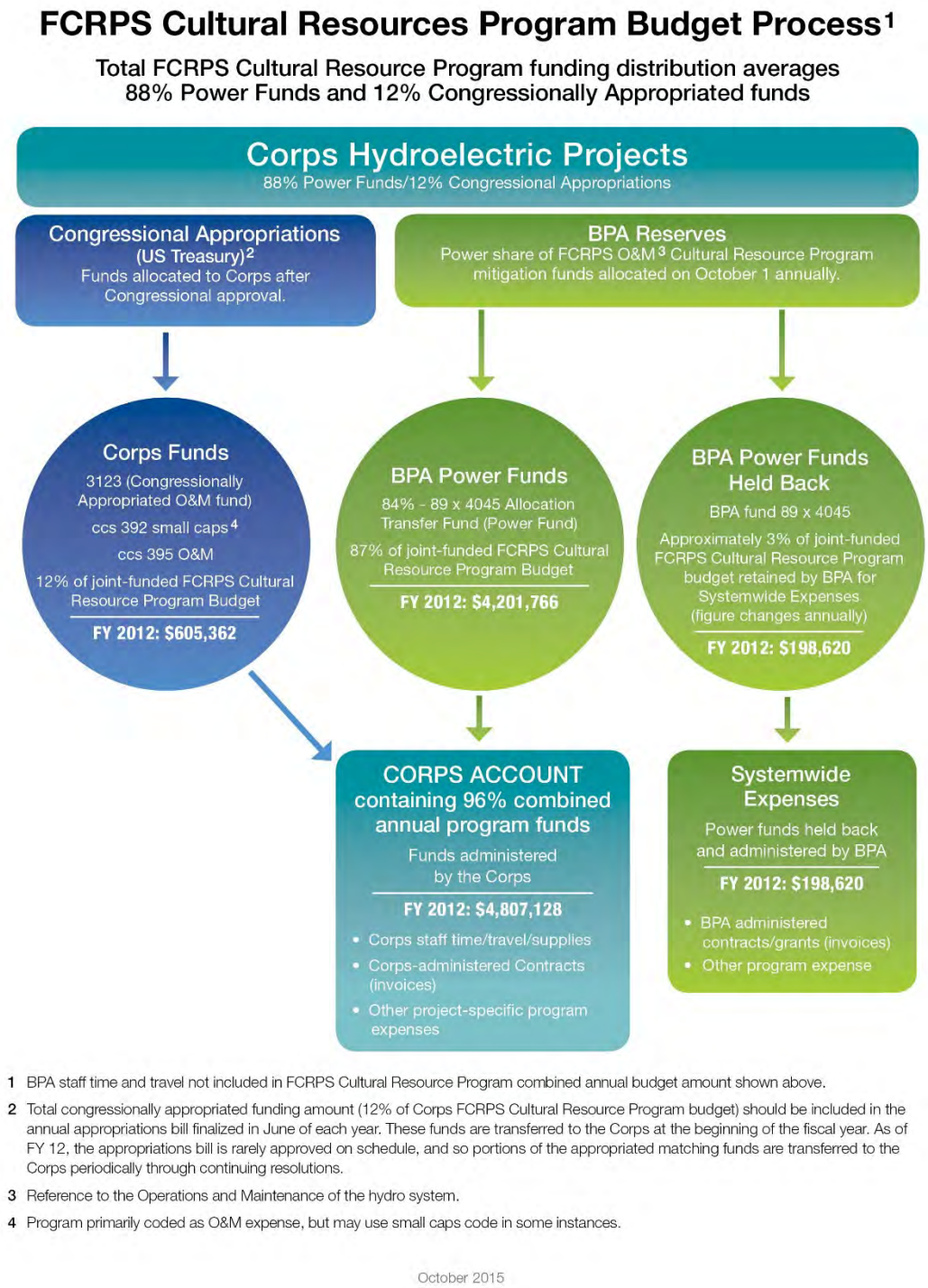

Figure 23. BPA/USACE joint-budget flow chart.

For Reclamation Projects, BPA sends 100 percent of the power funds to Reclamation on October 1 of each year. BPA simultaneously earmarks funds equivalent to that year's expected BPA administered expenses within its internal budget. Like the USACE, Reclamation then combines these power funds with Congressional-appropriated matching funds. Reclamation and BPA each administer contracts according to an agreed upon annual work plans. Generally, Reclamation is responsible for burial monitoring and construction contracts, and BPA oversees contracts for routine cultural resource management work. Both agencies discuss and agree upon contract administration responsibilities at the beginning of each year. BPA uses the Intra-Governmental Payment and Collection (IPAC) pay and collect system to invoice Reclamation for expenses related to the contracts that BPA manages or other previously agreed upon Program expenses to reimburse its accounts for invoices paid against contracts. Invoicing usually occurs quarterly over the course of the year (Figure 24).

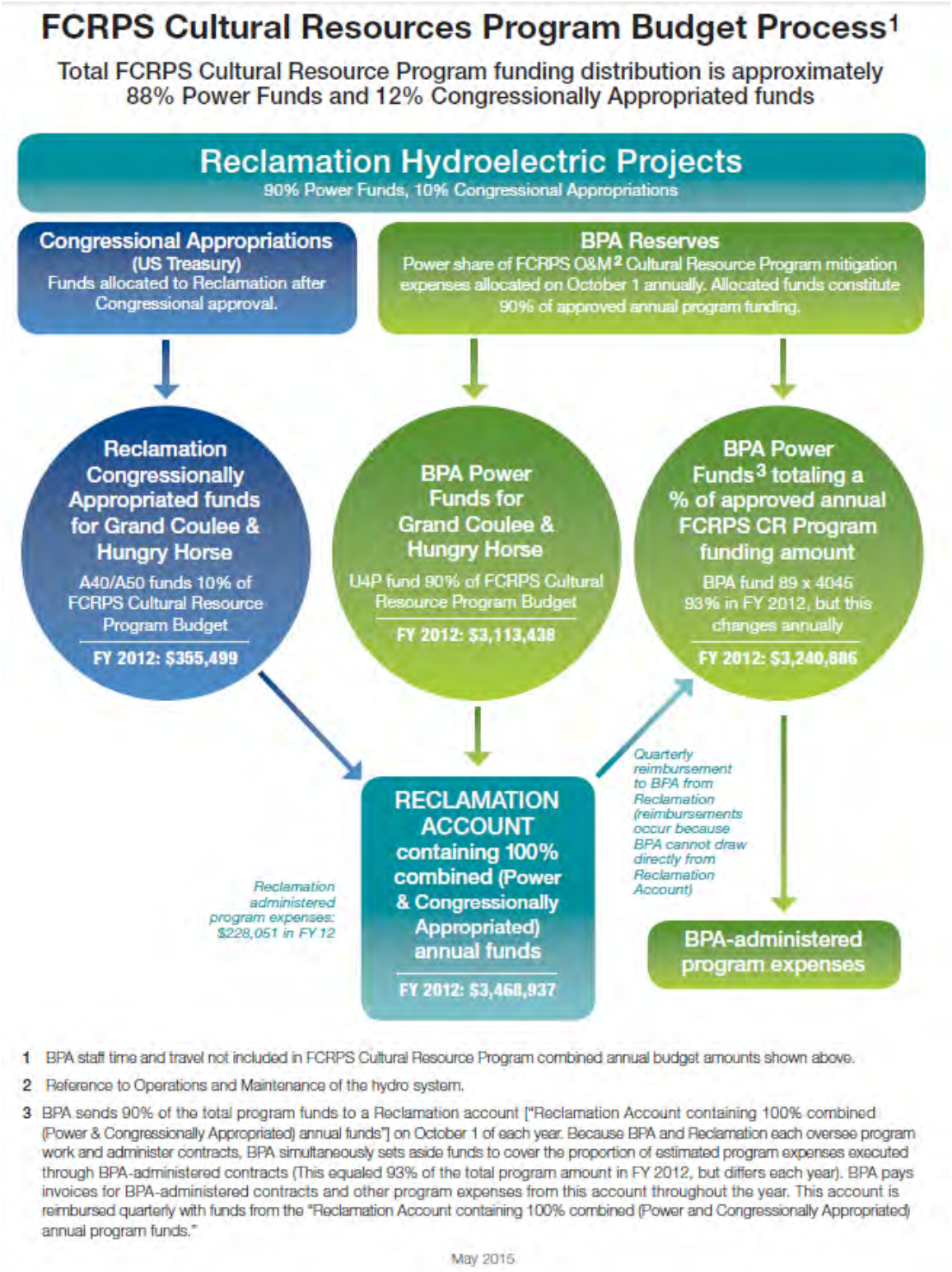

Figure 24. BPA/Reclamation joint-budget flow chart.

The ratio of power to appropriated dollars varies for each Project based on the authorized Project purposes. The power funding amount varies because some Project purposes emphasize power generation over (or under) other Project purposes, and a specific formula is used to calculate the total allocation for each dam/reservoir. The power share of joint funding can range anywhere from 50 percent to 100 percent of the total annual budget. The systemwide average for this Program is approximately 88 percent power and 12 percent appropriated funds (Table 3).

Table 3. Ratio of power and appropriated funds for each of the 14 FCRPS Program Projects.

POWER/APPROPRIATED BREAKDOWN BY PROJECT			
Project	**Power Share (Percent)**	**Appropriated Share (Percent)**	**Total (Percent)**
Albeni Falls	98	2	100
Bonneville 1	50	50	100
Bonneville 2	100	0	100
Chief Joseph	100	0	100
Dworshak	83	17	100
Ice Harbor	79	21	100
John Day	79	21	100
Libby	78	22	100
Little Goose	93	7	100
Lower Granite	99	1	100
Lower Monumental	93	7	100
McNary	81	19	100
The Dalles	72	28	100
Grand Coulee	92.054	7.046	100
Hungry Horse	70	30	100
AVERAGE	**88**	**12**	**100**

The proposed matching amount of appropriated funds is not always approved by Congress every year, and this can reduce the amount distributed by BPA to USACE or Reclamation. When appropriated funds are reduced from the total planned amount in a given year, the matching power amount is also reduced by that same percentage.

Contract Acquisition, Management and Deliverables

Qualified staff at the Lead Federal Agencies may implement some Program activities, but a substantial amount of work is accomplished through contracts. The Agencies develop a "scope of work" or "request for proposals." Sometimes Agencies direct work to tribes that participate in the Program. This usually occurs where tribes possess special knowledge or expertise that non-tribal contractors cannot supply. In all cases, contracts administered by Reclamation and USACE must follow the Federal Acquisition Regulations (FAR) and specific agency contracting policies. BPA contracts must comply with the Bonneville Purchasing Instructions.

Technical staff from all three Lead Federal Agencies work jointly to organize and participate in cooperating groups that define appropriate historic property management actions. All contract work under the FCRPS Program must be performed or overseen by individuals who meet the Secretary of the Interior's Standards and Guidelines (36 CFR Part 61, Appendix A).

Implementation of the FCRPS Program occurs in an environment of fluctuating and unpredictable reservoir levels, limited work windows, and unanticipated discoveries. Therefore, an effort is made to make the contracting process flexible, responsive, and cooperative between the agencies. This flexibility is pivotal to the success of the shared compliance responsibilities.

Chapter 7 MANAGEMENT AND PLANNING

Each of the Lead Federal Agencies (Reclamation, USACE, and BPA) has its own requirements, standards, and management methods based on their own distinct responsibilities. While each Agency mission and internal management responsibilities differs, it is necessary for the Agencies to work collaboratively in the jointly-funded FCRPS Program.

Organizational Levels

The FCRPS Program is roughly divided into four organizational levels:

- Policy – Agency executives provide overall direction of their respective agencies.
- Upper Management – Agency managers oversee diverse programs including cultural resources, power generation assets, and other equipment at dams and related structures.
- Program Management – Program Mangers coordinate tasks related to cultural resource management at the 14 FCRPS dams and reservoirs covered by the Program.
- Project Management – Staff implements specific localized tasks at individual reservoirs or groups of closely related reservoirs.

See Figure 25 for a diagram of FCRPS organizational structure and relationships.

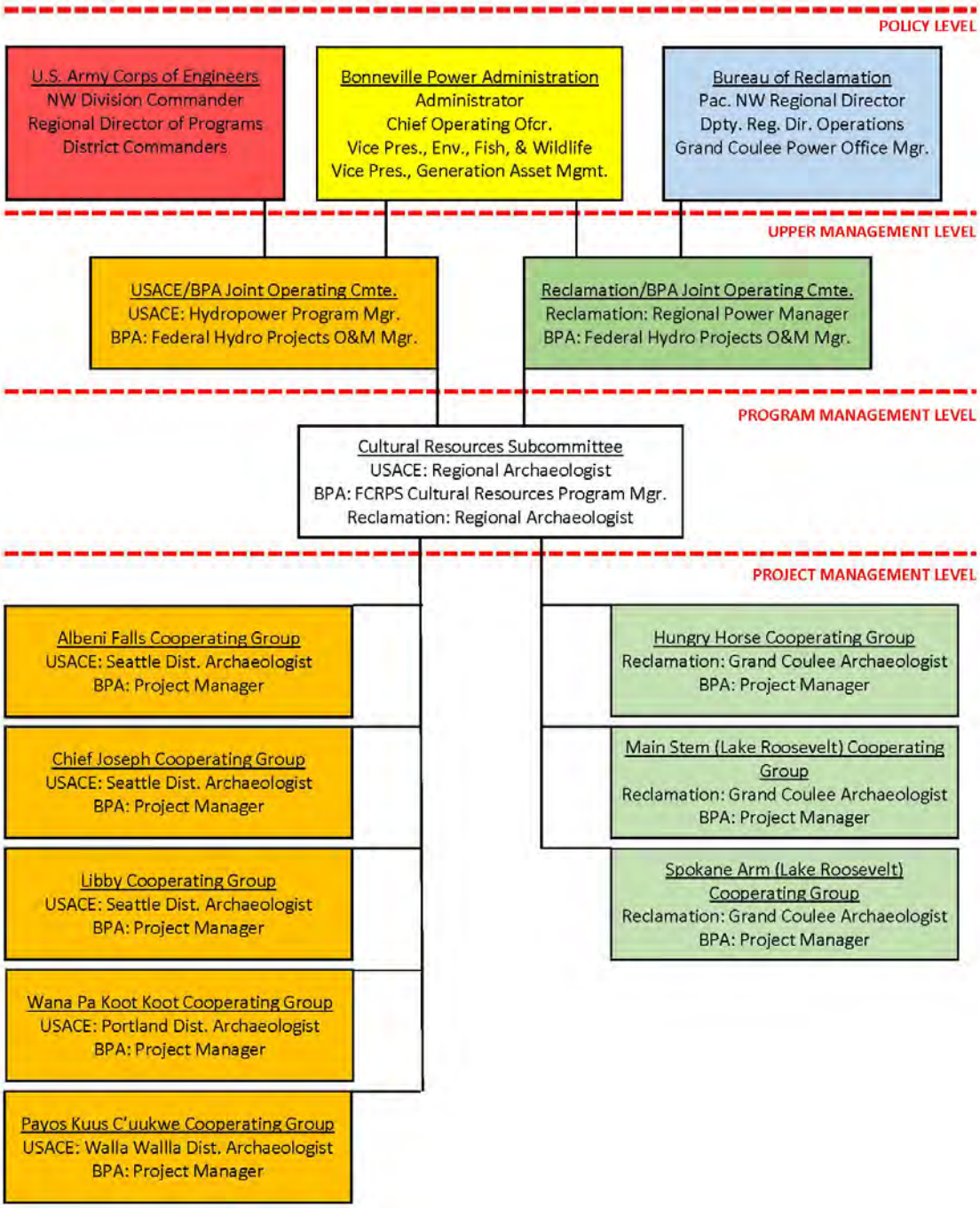

Figure 25. FCRPS organizational structure and relationships.

Policy – Agency Executives

Executives at the Lead Federal Agencies have overall responsibility for compliance with the NHPA and the numerous agreements that affect how the Agencies fulfill those responsibilities. The definition of "executive" varies from agency to agency, but generally these individuals are at least a General Schedule 15 level federal employee or members of the Senior Executive Service.

For Reclamation, the highest level executive who interacts with the FCRPS Program is the Pacific Northwest Regional Director, who was Reclamation's signatory on the SWPA. For many other functions, including regular executive briefings, the executive or policy-level representative for Reclamation is the Resources and Technical Services Deputy Director. This executive oversees Reclamation's O&M activities throughout the Pacific Northwest region, including the activities supported through the direct funding agreement. The Grand Coulee Power Office Manager, who is responsible for O&M at Grand Coulee and Hungry Horse dams, is designated by the Regional Director as the agency official for consultation under Section 106 of the NHPA and NAGPRA. The Power Office Manager's signature is required on any document or correspondence in which Reclamation makes a determination or finding, or where Reclamation would enter into an agreement or adopt procedures. In keeping with Reclamation's "Delegations of Authority" policy, the Regional Director may reserve for herself or himself the right to sign on certain letters, memoranda, or agreements, especially anything that is regional in scope or long term. The Reclamation Regional Archaeologist and the Grand Coulee Power Office Archaeologist are not delegated the authority to sign any official correspondence expressing the position of Reclamation regarding Section 106 determinations or findings.

At BPA, the highest level executive who interacts with the FCRPS Program is the Agency Administrator, who signed the SWPA in April 2009. BPA has designated the Vice President of Environment, Fish and Wildlife, to serve as the Agency Official for Section 106 consultation. Only the Vice President for Environment, Fish, and Wildlife has been delegated authority to enter into formal agreements (Programmatic or Memoranda of Agreements/Understandings) for NHPA Section 106 purposes. Many other NHPA Section 106 findings and determinations occur at the technical level.

The highest level USACE executive who interacts with the FCRPS Program is the Northwestern Division Commander, who is a general-level Army officer based at the USACE Division office in Portland. The SWPA was signed by the Division Commander. The Division Commander can delegate the Regional Director of Programs, a civilian in the SES, to represent him or her as needed. The Northwestern Division Commander is involved in systemwide issues that affect the entire Program and will defer specific issues to appropriate District Commanders. Each of the three USACE Districts involved in the Program (Portland, Seattle, and Walla Walla) are led by District Commanders who are military officers. These individuals are sometimes known as the "District Engineer," and

they are the agency official for most USACE determinations and findings under Section 106 when actions fall within a Project under their geographic jurisdiction. Depending on USACE District policy or preference, signature authority can be delegated below the District Commander.

Meetings

Approximately every 6 months, the program managers provide a briefing to the Agency executives regarding the progress of the FCRPS Program in addressing its long-term goals and measures and other important policy-level issues.

Executive briefing attendees often include the designated representative of the lead executive (i.e., generally Reclamation's Deputy Regional Director; BPA's Vice President for Environment, Fish, and Wildlife; and USACE's Regional Director of Programs or his delegate).

Upper Management – the Joint Operating Committee and Environmental Compliance

Each of the three Lead Federal Agencies has two sets of upper level managers that influence various aspects of the Program: one set addresses funding and Program execution, and a second oversees day to day management of NHPA Section 106 compliance policy.

The Joint Operating Committee

The JOC is the main body that facilitates interactions at the upper management level. The JOC was established initially as an outgrowth of the 1996 DFA between Reclamation and BPA. A similar JOC came out of the 1997 DFA between USACE and BPA. Because of the highly integrated nature of the FCRPS O&M systems, information flows freely between Reclamation-BPA JOC and the USACE-BPA JOC. The two JOCs come together on a regular basis for a combined meeting.

The responsibilities of the JOC are laid out in the two DFAs (i.e., Stipulation 7 of the Reclamation-BPA agreement and Stipulation 8 of the USACE-BPA agreement), both of which are broadly similar. In short, the JOC oversees power-related O&M and associated costs that Reclamation and USACE incur through the course of a year. The funding agreements make BPA responsible for paying Reclamation and USACE for a portion of these costs. The JOC also forecasts costs for annual and 5-year periods. BPA uses this information to formulate the rates it charges its customers for power (see Chapter 6). The JOCs are also a forum to discuss issues that might affect the ability of Reclamation and the USACE to provide power for sale to BPA. For example, the Agencies work closely through

the JOC to schedule times when generators will be off-line for maintenance and to prioritize critical O&M activities.

Each Agency has a designated JOC chairperson. The JOC chairs make sure that the JOCs fulfill their responsibilities. BPA's JOC chair is the Federal Hydro Projects O&M manager. At Reclamation, the JOC chair is the program manager for the Regional Power O&M Program. The Senior Hydropower Program manager in the Northwestern Division is USACE's JOC chair.

To help make the process of generating power and maintaining the facilities efficient, the JOC establishes metrics and indices to determine the status of the facilities. These metrics help inform performance indicators, and if the Lead Federal Agencies reach or exceed those performance indicators, they may become eligible for various incentives.

Under both DFAs, the JOC can designate subgroups, as required, for technical work assignments (Reclamation-BPA agreement, Stipulation 7(g); see also USACE-BPA agreement, Stipulation 8(g)). Using this authority, the JOC created the CRSC to coordinate activities between the three Agencies to manage cultural resources that arise from O&M. The main functions of the CRSC are as follows:

- Define Program goals and objectives.
- Achieve compliance with legal requirements.
- Address unresolved Project level Program issues.
- Establish standards for work performance.
- Allocate JOC-approved annual funding at the Project level.
- Manage annual budgets.
- Develop performance indicators and tracking systems.
- Monitor and report on annual accomplishments.

Meetings

The Reclamation-BPA JOC and the USACE-BPA JOC meet separately about 8 times a year, with a span of 6 to 8 weeks between each meeting. Every 6 months, the representatives from all three Agencies convene for a combined JOC meeting.

At each JOC meeting, at least one of the FCRPS Program managers makes a brief presentation regarding the status of the Program. This often includes a one-page narrative and a financial statement. During the combined JOC meetings, the CRSC co-chairs provide a longer graphical presentation to highlight events important to the Program.

Cultural and Environmental Compliance Managers

Program technical personnel at BPA, Reclamation, and USACE are generally located in offices that deal with Agency cultural and environmental management. Each of these groups is overseen by a manager with oversight responsibility for policy issues related to compliance with and implementation of Section 106 of NHPA.

For BPA, this is the manager for Environmental Planning and Analysis. For USACE, the offices and mangers vary between districts. Cultural Resources staff are located in Planning, Environmental, and Engineering groups, depending on the district. For Reclamation, the Regional Archaeologist is within the Land Resources Group, while the Grand Coulee Power Office Archaeologist is within the Engineering and Project Management Group.

Meetings

Program managers at each agency regularly brief their respective cultural and environmental compliance managers on an as-needed basis to ensure consistency with internal policies and practices. Cultural and environmental compliance managers also participate in bi-annual briefings with Agency executives, and coordinate with JOC co-chairs when necessary.

Program Management – Program Managers

Management of the FCRPS Program occurs on two levels: (1) program planning and oversight, and (2) project planning and implementation. The first planning level is accomplished by the program managers (i.e., the CRSC co-chairs); the second level is carried out by the project managers within the cooperating groups. Program management and project management will be treated separately in the following sections.

The principal forum for program-level communication between the three Lead Federal Agencies is the CRSC, a subcommittee of the JOC. The CRSC is an internal Lead Federal Agency group and is not open to regular outside participation. A 1997 letter of agreement between BPA and Reclamation formed the CRSC. BPA and USACE signed a similar letter of agreement in 1998. The CRSC operates under a charter that was last updated in 2015 (Appendix N). The charter specifies that one representative from each of the three Agencies will serve as co-chair, and that each will also serve as program manager.

The three Agency program managers coordinate to:

- Ensure consistent policy application across the system.
- Oversee the work of their respective Agency.
- Provide oversight of Program funding and execution.
- Develop and adhere to program goals and schedules.

- Complete systemwide products as defined by the SWPA.
- Ensure effective resolution of Program issues.

The USACE program manager is the Regional Archaeologist based in the Northwestern Division Office in Portland. The BPA program manager is the FCRPS Cultural Resources Program Manager, which is currently staffed in the Environmental Planning and Analysis section in Portland. The Reclamation program manager is the Pacific Northwest Regional Archaeologist based in Boise. The other members of the CRSC are the project managers/archaeologists from the three Agencies, Agency attorneys who help the group with legal issues, and other support staff.

The three CRSC co-chairs serve as the interface between the upper management level (JOC and policy managers) and the project management level at each of the reservoirs. The JOC has tasked the CRSC co-chairs with budget oversight and reporting related to Program performance indicators and program goals. The co-chairs also plan and facilitate the meetings of the CRSC.

The program managers ensure consistent policy application across the Program, provide general oversight of Program funding, goals, and performance, and ensure that the deliverables required under the SWPA are completed by the assigned schedule.

Meetings

Each quarter, the program managers ensure that the CRSC meets to discuss performance indicator execution, SWPA compliance, systemwide cultural resource issues, and specific issues that have developed within the eight cooperating groups. CRSC meetings often serve as working meetings to develop various Section 106 program documents, annual reports, and processes to facilitate compliance.

At all CRSC meetings, attendees discuss current events and systemwide issues. The summer meeting usually focuses on fiscal year-end performance. Members also develop performance indicators for the next fiscal year. At the fall meeting, members review budget allocations for the current fiscal year, previous year funds execution, and overall plans for the current fiscal year. This meeting serves to update the annual FCRPS Roles and Responsibilities table for the CRSC.

Program managers share relevant information from CRSC meetings with cooperating groups at their regularly scheduled meetings, or sooner, if a particular topic warrants immediate notification.

The Lead Federal Agencies hold a Systemwide Meeting for all FCRPS Program participants approximately every 2 years. This meeting provides a forum to update participants on compliance progress from a systemwide perspective, discuss Program successes and issues,

and to share technical information. These meetings bring together a cross section of participants to discuss progress as well as challenges. It is normally attended by Agency executives, tribal elders, and cultural resources staff from the participating tribes, SHPOs, and federal agencies.

The Lead Federal Agencies take turns coordinating the Systemwide Meeting, with help from a planning committee comprised of volunteers from the cooperating groups. The format and length of the Systemwide Meeting is flexible and based on the current needs of the program participants. At the conclusion of each Systemwide Meeting, the Lead Federal Agencies survey the participants to determine current needs and preferences. This information helps them prepare for the next conference.

The Systemwide Meeting combines several activities. For example, a dinner for honoring tribal elders of all the tribes associated with the FCRPS usually opens the meeting. Elders have an opportunity to speak on tribal issues, share their memories of the river, and address other shared concerns, with Federal decision makers and agency executives as the primary audience. This allows the tribal elders to share their perspective on topics of interest to them. Despite the admitted value of these interactions with elders and tribal leadership, the Agencies often find it administratively challenging to fund the Elders Dinner because of current Federal policy regarding the provision of meals to non-employees.

The Systemwide Meeting includes presentations and discussions of recent work in the FCRPS Program, issues of mutual concern to the participants, or of topics arising out of a chosen theme around which the conference is structured. The location of each conference changes from year-to-year and has been held in Washington, Oregon, Idaho, and Montana.

The Traditional Cultural Property (TCP) Subcommittee meetings are a third kind of Program-level meeting. The first TCP Subcommittee meeting was held at the October 2009 Systemwide Meeting in response to Stipulation V.B. of the Systemwide Programmatic Agreement, which requires the Lead Federal Agencies to "initiate meetings with affected tribes, SHPOs, THPOs, and other agencies with jurisdiction to define standard data-sets to be used to identify, document, and evaluate HPRCSITs [Historic Properties of Religious or Cultural Significance to Indian Tribes]." Due to the complexity of the issues involved, the Lead Federal Agencies have begun to host TCP Subcommittee meetings about every 6 months to facilitate these discussions. The attendees include the three Agency program managers, SHPOs, THPOs, traditional cultural authorities and other tribal representatives, and senior representatives from other participating agencies. While discussions have focused on procedures for documenting TCPs and their National Register eligibility in the FCRPS Program, the TCP Subcommittee also reviews national developments in government policy affecting the management of TCPs.

Project Management – Project Managers

Project managers oversee actual implementation of projects at individual reservoirs. Although roles and responsibilities vary somewhat from agency-to-agency, project managers work closely with their cooperating groups to develop annual and 5-year plans for work at individual reservoirs, and then transform these plans into descriptions of work for contractors to fulfill. Most of the project managers are also qualified to work as contracting officer representatives (COR) or contracting officer technical representatives (COTR). The project managers organize regular meetings for their respective cooperating groups to make sure that the groups participating in the FCRPS Program have a chance to share technical advice with the Lead Federal Agencies.

Among other duties, the project managers facilitate the cooperating group meetings, develop and distribute agendas, finalize meeting notes, produce work plans, and ensure action items are complete. They manage project funding, write, and review contract statements of work/performance work statements, award and administer contracts, oversee and administer the field work of external contractors, review technical reports and other deliverables, and ensure that their work is completed to meet annual Program performance indicators and annual work plans. They also ensure that work completed under the Program complies with SWPA requirements and is coordinated with appropriate SHPOs, THPOs, and consulting parties.

Project managers are drawn from different positions in each of the Agencies.

- Currently, each district of the USACE that participates in the Program (Portland, Seattle, and Walla Walla) provides at least one cultural resource specialist to work as a project manager for each cooperating group. Other USACE archaeologists help the project manager as needed and as available. Aside from overseeing cooperating group meetings, USACE project managers are responsible for administering contracts for work on USACE lands. The USACE project managers are often responsible for other duties outside of the FCRPS Program.
- BPA has assigned project managers that are generally dedicated to FCRPS Program functions. Each project manager covers at least one, but sometimes as many as three, cooperating groups. All of the BPA archaeologists are based in Portland and report upward through the Environmental Planning and Analysis section, and the Power Generating Asset Management section.
- Reclamation has a single project manager who is currently based at the Grand Coulee Power Office and reports to the Deputy Manager of the Power Office. This individual covers all three of the cooperating groups in which Reclamation participates -- Main Stem, Spokane Arm, and Hungry Horse. Like the USACE equivalents, the Grand Coulee Power Office archaeologist provides Section 106 compliance services to Reclamation outside of participation in the FCRPS Program.

Cooperating Group Meetings

The regularly-scheduled cooperating group meetings serve as the primary venue for project management (see Chapter 2). Oversight of the cooperating group meetings is an essential task of the agency project managers. The cooperating groups help the Agencies to define long and short-term priorities for implementation processes, HPMPs, 5-year action plans, and annual work plans. These all present a project-specific process to achieve the Agencies' compliance goals and objectives. These plans are discussed in detail below.

Timely input from the cooperating groups is essential for the Lead Federal Agencies to effectively consider offered information, advice, and recommendations on annual work plans, review of systemwide documents, and other discrete action items.

Each cooperating group meets no fewer than four times per year on a schedule agreed upon by that group. Most cooperating groups have written operating principles (Appendix O) and are facilitated by tribal chairs or agency project managers. Some of the groups meet more often – in one instance, nearly every month. Failure of a cooperating group to establish a meeting schedule or hold the meetings does not prevent the Lead Federal Agencies from proceeding with an action.

The organization of the eight cooperating groups and facilitation of their meetings is flexible because of the wide geographic area and the numerous participants. Project managers normally provide updates on annual work plan execution at each cooperating group meeting.

Information discussed at cooperating group meetings is recorded in the form of written meeting notes and/or audio recordings and is preserved as part of the Program administrative record. Project managers bring important issues that may affect other cooperating groups to the CRSC immediately if the issue is time sensitive, or recommend that it be discussed at the next scheduled CRSC meeting if resolution of the issue is not critical to Program performance. Members of the CRSC share information from the Lead Federal Agencies, the JOC, the CRSC, as well as the other cooperating groups at cooperating group meetings and Systemwide Meetings. Regular information exchange between the cooperating groups at the Project level and CRSC at the system level is essential for successful implementation of the FCRPS Program.

Management Documents and Performance Measures

The FCRPS Program functions under the authorization and guidance of numerous documents that address Program management and compliance. This section discusses those documents specific to implementation of the joint FCRPS Program.

Upper Management Level Documents

Program Goals and Measures

From the inception of the FCRPS Program in 1997 through 2009, Program work was guided by generally-stated goals related to the NHPA Section 106 process. Much work was accomplished, but it was difficult to quantify accomplishments and future Section 106 compliance needs. This was largely because Program technical staff across all three Lead Federal Agencies lacked a common understanding Program goals and objectives.

In 2010, the three program managers and other members of the CRSC developed long-term program goals that guide Program work through 2020. Long-term goals are based on the major steps in the Section 106 compliance process and assist the Lead Agencies with future financial planning as well as ensure the terms of the SWPA are being met. Development of long-term goals secured agreement regarding the core purposes of the Program, improved coordination of compliance actions overseen by each of the Lead Federal Agencies, and improved consistency and transparency of accomplishment tracking and reporting. Currently, the CRSC works as a group to define annual milestones that permit achievement of long-term goals.

Performance Indicators

The DFAs between BPA and Reclamation, and BPA and the USACE, require all FCRPS operation and maintenance subcommittees to develop annual performance indicators to aid Program execution. These are included as an attachment to agency DFAs as "Exhibit C." The JOC and its subcommittees are responsible for carrying out this work. In the case of the FCRPS Program, performance indicator planning for the next fiscal year occurs late in the prior fiscal year. Performance indicators are sometimes derived from activities being conducted to meet long-term program goals and measures, discussed within CRSC, and approved by the JOC co-chairs before finalization. Separate sets of indicators are developed for both Reclamation and USACE, but are coordinated so as to be generally comparable. Performance indicators are measureable by design so each Agency's progress can be evaluated as meeting them at minimal, mid-range, or full performance levels.

Program-wide Plans and Documents

Systemwide Programmatic Agreement

The SWPA is a 20-year agreement that provides the Lead Federal Agencies a process for complying with Section 106 of NHPA. It is an umbrella document under which Project Specific Programmatic Agreements and HPMPs can be developed. The document commits the Agencies to Systemwide activities related to the Section 106 compliance process,

including TCP (or Historic Properties of Religious and Cultural Significance to Indian Tribes) inventory, evaluation, and treatment; production of a SWRD; annual reporting on program accomplishments; and a Systemwide Meeting where all program participants can discuss Program issues. It also provides work prioritization criteria, and defines the role of cooperating groups in the Program. Finally, the SWPA streamlines the Section 106 process by identifying a list of routine activities that do not require case-by-case consultation because such actions have little or no potential to adversely affect historic properties.

Systemwide Research Design (2016)

As required by the SWPA, the Lead Federal Agencies, with input from the cooperating groups, drafted and circulated a Systemwide Research Design (SWRD) for comment among interested parties in 2011 and was finalized in 2016. The purpose of the SWRD is to help program participants more efficiently evaluate and manage cultural resources. The SWRD was not intended to replace project-specific research designs, but instead will serve as a "tool kit" that program participants can draw ideas from.

The SWRD provides Program-wide consistency in field studies, analysis, and reporting of project results, and help to provide more uniform data that will promote comparative studies and testing hypotheses. Additionally, standardization of data helps to facilitate comparisons of effort and conditions across the program, and allows for greater comparability when preparing and reviewing statements of work/performance work statements, and annual work plans. The document contains a "best practices" section, and address systemwide field and laboratory standards.

The SWRD provides well-structured and defensible reasons for evaluating whether or not a particular historic property should be recommended for inclusion in the NRHP.

Annual Report

The SWPA requires an annual report on Program accomplishments. This document presents summary information in narrative and tabular form (Appendix P), and contains highlights of individual project and Program accomplishments that demonstrate efforts to satisfy the terms of the SWPA. The report identifies actions, planning efforts, and work completed by each cooperating group at the individual dams and reservoirs. The reporting period is based on the federal fiscal year from October 1 to September 30 and is required to be distributed on March 31 each year.

Lead Federal Agency program and project managers develop the annual report, with input from cooperating groups. This process requires project data, as well as database and geographic information systems information from the Agencies. Agencies begin planning for the annual report during the fall CRSC meeting, where attendees assign scheduling, data requirements and other responsibilities. The annual report is distributed to JOC co-chairs,

CRSC, consulting parties to the SWPA, and other interested agency staff and supervisors. Specific requirements are in Section 8.A of the SWPA.

FCRPS Program Handbook

Lead Federal Agencies first developed the FCRPS Program Handbook in 2005 to provide an overview of Program organization, process, and documents to serve as a basic guide for new Agency staff. It later became a required reference document specified in the SWPA (Stipulation VIII.C.). The FCRPS Program is dynamic, so, the Agencies intend to update the handbook regularly.

Project-Level Planning Documents

Project managers in the Lead Federal Agencies translate agency decisions into plans and other documents that describe and guide work efforts. These planning documents guide the process of reaching an agreed upon goal. Please see Appendix Q for a listing of activities that are typically included in the FCRPS Cultural Resources Management Program. Appendix R provides a rough annual schedule for completion of these various tasks.

Historic Properties Management Plans (HPMPs) and Project-Specific Programmatic Agreements (PSPAs)

The HPMP serves as a decision-making tool for a Project area by providing an analysis of existing conditions and specific management recommendations for historic properties. It provides a context for preparing the 5-year and annual work plans, budgets, and is used to measure accomplishments towards program goals and objectives.

The SWPA allows a HPMP and/or PSPA to be prepared for all 14 FCRPS dams and reservoirs. HPMPs generally contain contextual information about the Project area and specific information about historic properties, including traditional cultural properties and historic properties of religious and cultural significance to Indian tribes. PSPAs usually contain information about agreed upon roles and procedures for completing the NHPA Section 106 process. In some cases, both documents are prepared for a Project and serve different but complimentary functions.

Five-year Work Plans

The 5-year work plans (Appendix S) serve multiple purposes in the Program. These plans support the Integrated Program Review 5-year budgets that are approved by the JOC and are required by the DFAs (these plans are included as 'Exhibit B' in attachments to the DFAs). The 5-year plans are included in Project HPMPs, and allow Lead Federal Agencies to detail how the Project will accomplish work and comply with applicable environmental regulations

for the upcoming 5-year period. Finally, 5-year work plans serve as tools that cooperating groups use to prioritize and schedule activities in all categories of Section 106 compliance.

Annual Work Plans

The Lead Federal Agencies develop annual work plans (Appendix T) that describe specific Project compliance activities for the coming fiscal year. These plans are created with input from cooperating groups and are derived from the more general 5-year plans. Each cooperating group approaches the development of their annual plan differently, but according to the SWPA, the annual work plan for each cooperating group must include at least the following:

- A prioritized list of proposed historic properties compliance activities for the year, which show how the activities contribute to the objectives of the Project-specific research design and the SWRD, if appropriate.
- An estimated level of effort for each activity and proposed cost. Only generalized cost estimates are discussed with cooperating group participants so as to not influence contracting processes that might include NHPA Section 106 consulting parties. Annual budgets with more precise cost estimates are provided to the JOC annually for inclusion in "Exhibit B," which is a requirement of the DFAs between BPA and the two operating agencies (Reclamation and USACE).
- Methods and schedules for accomplishing the activity.

Chapter 8 RECORDS MANAGEMENT AND DATA ARCHIVAL

Since the FCRPS Program is a collaborative effort between three Lead Federal Agencies, the CRSC recognized early on that, in addition to each agency maintaining their own administrative records, there should be a central comprehensive repository for all Program records. BPA serves as that central repository, and maintains the administrative record for the Program. When an office generates an item for the record (this could apply to reports, site forms, consultation correspondence, etc.), copies are provided to BPA.

The central repository serves three purposes:

1. Improves overall organization;
2. Makes searching for records easier (especially for people new to the Program); and
3. Allows the Program to interface records with geographical information systems (GIS) and other databases.

Program Records

Records housed at BPA include:

- Contracts and grants, both expired and current
- Reservoir historic properties management plans, cultural resource management plans, and area-specific management plans
- Annual work plans
- Five-year work plans
- Letters and memoranda that define policy
- Bibliographies
- Databases
- Other records that document Program accomplishments
- Reports (ethnographic, TCP, oral history, archaeological identification and monitoring, curation)
- Site forms and records (newspaper articles, maps, etc., background material for high priority sites at each Project)
- Photographs

- Oral history/ethnographic interview CDs, DVDs, and tapes
- Books
- Site and survey location data
- APE records
- Curation catalogs
- Correspondence and consultation (formal and informal)
- Agreements (Programmatic, MOAs, MOUs, Interagency Agreements)
- Brochures, short films, and other public education materials
- Meeting notes (cooperating groups, TCP Subcommittee, systemwide meetings/conferences)
- Meeting calendars
- Budget records
- Performance indicator and program goal records
- Presentations (PowerPoint, posters, other)
- Templates (HPMP, report, site description)
- SOR documents

BPA stores hard copies of reports and public information materials such as brochures and posters in a secured filing system available to all FCRPS Program staff. BPA archives digital copies of these items and all other Program records in a secure SharePoint system and drive within the larger BPA computer network. An additional digital copy is also stored in a compact disc or digital video disc format.

To standardize the record keeping systems for digital and hard copy documents provided by the three Lead Federal Agencies, BPA established specific file-naming conventions for reports and site records. Each digital record receives its own reference number.

Geographic Information System

A GIS captures, stores, manipulates, analyzes, manages, and presents geographically referenced data. It merges cartography, statistical analysis, and database technology to digitally create and manipulate spatial areas that may be jurisdictional, purpose, or application-oriented. The geographic information helps inform decisions and houses mainly spatial data.

Although each Agency owns a GIS system specific to the requirements of that Agency, the FCRPS Program uses BPA as the central repository of all FCRPS-related cultural resource GIS information. Historically, information was spread out over multiple states, multiple agencies and other participating parties. The FCRPS GIS database is a comprehensive and centrally located, spatial database so users can view, understand, question, interpret and visualize data throughout the system. It stores surveyed areas by report title, site locations by Smithsonian number, and area of potential effect, as well as other project-specific data, in ways that reveal relationships, patterns and trends that may not be possible by simply storing reports and spreadsheets. A GIS data dictionary (Appendix U) has been designed to ensure consistent data collection and recording, and is included in all FCRSP Program contracts. As Program partners generate GIS data and provide it to BPA, BPA combines and organizes it into the data structure where it is available again to agencies and other appropriate entities (Appendix V).

Report and Site Records Management Access Database

BPA is also developing a Microsoft Access database to improve management of program reports and information contained in site records. The purpose of the database is to make information related to sites affected by FCRPS operations and management more accessible, and to aid annual reporting. A draft database has been developed, and a final is scheduled for completion by the end of FY 2016.

Forms Developed by the Program

The FCRPS Cultural Resources Program has developed two forms that are intended to regularize and streamline parts of the process of implementing the SWPA.

TCP Inventory Form

Stipulation V.B. of the SWPA directs the Agencies to "initiate meetings with affected tribes, SHPOs, THPOs, and other agencies with jurisdiction to define standard data sets to be used to identify, document, and evaluate HPRCSITs (Historic Properties of Religious or Cultural Significance to Indian Tribes)." As a response, the Agencies, with the help of the TCP Subcommittee, developed a standardized form for recording traditional cultural properties. Not only did this form include information about the location of the property, but it also included information that would help the agencies understand the reason the property was significant. Initially, this form was generated as a Microsoft Word document, but at the request of some of the program participants who were interested in making sure that the form could be filled out efficiently, the Agencies developed a Microsoft Access database that could be completed with the same information (Appendix W).

Treatment Plan Form

One of the purposes of the SWPA is to make the process of Section 106 compliance move forward more smoothly and efficiently. As per Stipulation IX.G.2., the Agencies are not required to prepare a MOA each time that they consult with the participating parties regarding the resolution of adverse effects at a particular historic property. At the same time, it is important to record the concurrence of the participating parties regarding the steps taken to resolve adverse effects. To this end, the Agencies have developed the Treatment Plan Form to record the way in which adverse effects to particular historic properties are being resolved (Appendix X). The form also includes a signature section at the back to demonstrate that agency officials and the appropriate consulting parties are in agreement about the ways to move forward.

Collections and Curation

The need to curate objects and data is a natural outcome of site inventory, testing, and data recovery, and in some instances, site condition assessment monitoring. Curation includes cataloging and maintaining paper and digital records of these investigations and activities. Because three separate Federal Agencies lead the FCRPS Program, it has not developed a single, comprehensive scope of collections statement to define the types of objects they will collect, and why they do so. Under federal law and agency policy, each of the three Lead Federal Agencies curates cultural resources removed from land within its jurisdiction, and any associated field notes or other records.

Some of the curated collections predate the creation of the FCRPS. The bulk of those were recovered during the early salvage activities conducted before construction of the dams and subsequent filling of the reservoirs. Some of the collections also contain of ethnographic materials. Current FCRPS fieldwork often results in additional new collections that require curation as well as additions to existing collections made during the dam construction.

The Agencies must contract with facilities (Appendix Y) that meet federal standards (36 CFR Part 79) for curating archaeological and other materials. There are a limited number of facilities that meet those standards; therefore, the Agencies tend to use several of the same facilities. Most collections are the property of the USACE or Reclamation, and each of those Agencies has separate curation contracts with curation facilities based on volume and types of the collections. The Agencies may have long-term contracts funded on a year-by-year basis, or for a shorter time period, depending on their policies.

The Agencies usually curate artifacts, hard copies of field notes and other documentation for a given site within the same facility. Maintaining these records and collections is an ongoing Program cost that is normally included in annual Project budgets. Every repository has its own guidelines, requirements and fee structure for curation. Some USACE and Reclamation collections are currently held at repositories without curation agreements and at no charge; however, this is expected to change in the future.

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Parenthetical Reference	Bibliographic Citation
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STI 2016	Spokane Tribe of Indians. 2016. Accessed online: http://spokanetribe.com.
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APPENDICES

APPENDIX A

FEDERAL ADVISORY COMMITTEE ACT COMPLIANCE LETTER

Department of Energy

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

October 21, 2005

In reply refer to: KEC-4

Re: Confirmation of authority to participate in FCRPS Cooperating Groups regarding historic property management.

Dear FCRPS Participants:

The U.S. Army Corps of Engineers, the Bureau of Reclamation, and the Bonneville Power Administration implement a variety of activities to address impacts to historic properties affected by operations of the Federal Columbia River Power System (FCRPS) pursuant to Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f). As a part of our NHPA implementing activities, we seek your advice and recommendations to help us plan and coordinate historic property management at the FCRPS projects. One way that we obtain your views and assistance is through your continued participation in the FCRPS cooperating groups. These cooperating groups provide a valuable forum for staff-level technical discussion about historic property management issues at the FCRPS projects.

Generally speaking, forming a group that includes non-Federal employees to provide advice and recommendations to Federal agencies may trigger the requirements of the Federal Advisory Committee Act (FACA), see Public Law 92-463, 86 Stat. 770, as amended, codified at 5 U.S.C. Appendix 2. Before a FACA committee can convene, it must obtain relevant departmental approval before being chartered, must provide balanced representation of members, and meetings must be noticed and generally open to the public, among other things. In the Unfunded Mandates Reform Act of 1995, however, Congress explicitly exempted certain meetings between Federal, state, tribal and local governments from the requirements of FACA. Specifically, FACA does not apply to actions in support of intergovernmental communications where:

1. Meetings are held exclusively between Federal officials and elected officers of state, local, and tribal governments (or their designated employees with authority to act on their behalf) acting in their official capacities; and
2. Such meetings are solely for the purposes of exchanging views, information, or advice relating to the management or implementation of Federal programs established, pursuant to public law that explicitly or inherently share intergovernmental responsibilities or administration.

(See section 204(b) of the Unfunded Mandates Act, Public Law 101-4, 109 Stat. 48, 64, 2 U.S.C. § 1534).

In our view, the cooperating group meetings can comply with the exemption provided for by the Unfunded Mandates Act cited above. To be in compliance with the Act, however, the meetings must be held "solely for the purposes of exchanging views, information, or advice" relating to the management of historic properties at the FCRPS projects. In addition, the participants must all be Federal, state, tribal, or local government employees, or contractors with authority to act on behalf of their respective entities.

The Corps, Reclamation, and BPA will be discussing draft operating guidelines or modifications to existing guidelines with the cooperating groups to clarify the purpose and internal processes of the groups, and to ensure they are consistent with applicable law such as the Unfunded Mandates Act. In addition, we also request that you notify us of the names or the positions of employees authorized to act on behalf of the elected officials of your government or agency, and that you keep this list current. Please identify those employees authorized to attend the applicable cooperating group meetings in the table provided on the following page. Non-employee contractors of your government or agency may also attend to provide assistance to your employees. If non-employee contractors are to participate in lieu of employees, we ask that you identify the designated contractor authorized to participate on behalf of your government or agency in the cooperating group in the space provided below, and also specify any limitations on the scope or duration of that authority.

Please respond by completing the enclosed table and returning to: Ms. Lydia Grimm, BPA, by November 15, 2005.

If you have any questions, please contact MS. Jennifer Richman of the Corps' Division General Counsel's office at (503) 808-3763, Ms. Lydia Grimm of the BPA Office of General Counsel at (503) 230-3528, or Ms. Kathleen Carr of the Department of the Interior Solicitor's Office in Boise at (208) 334-1911.

Thank you for your assistance.

Sincerely,

U.S. Army Corps of Engineers

Mr. Hiroshi Eto
Joint Operating Committee

Bonneville Power Administration

Mr. Michael E. Alder
Joint Operating Committee

Bureau of Reclamation

Mr. Terrald Kent
Joint Operating Committee

Enclosure:
1. - Table of Personnel Authorized to Represent a Member Government at a Cooperating Group Mtg.
2. - Points of Contact for Cooperating Groups

A copy of this letter went to the following Participants:

FIRST	LAST	AFFILIATION	ADDRESS	CITY	STATE	ZIP
Mike	**Alder**	Bonneville Power Administration	905 NE 11th Ave.	Portland	OR	97232
Mickey	**Carter**	Bonneville Power Administration	905 NE 11th Ave.	Portland	OR	97232
Greg	**Delwiche**	Bonneville Power Administration	905 NE 11th Ave.	Portland	OR	97232
Gabrielle	**Foulkes**	Bonneville Power Administration	905 NE 11th Ave.	Portland	OR	97232
Lydia	**Grimm**	Bonneville Power Administration	905 NE 11th Ave.	Portland	OR	97232
James	**Kehoe**	Bonneville Power Administration	905 NE 11th Ave.	Portland	OR	97232
Connie	**Reiner**	Bonneville Power Administration	905 NE 11th Ave.	Portland	OR	97232
Hope	**Ross**	Bonneville Power Administration	707 West Main St., Suite 500	Spokane	WA	99201
Bob	**Shank**	Bonneville Power Administration	707 West Main St., Suite 500	Spokane	WA	99201
Sonya	**Tetnowski**	Bonneville Power Administration	905 NE 11th Ave.	Portland	OR	97232
Steve	**Tromly**	Bonneville Power Administration	905 NE 11th Ave.	Portland	OR	97232
Margie	**Nowick**	Advisory Council on Historic Preservation	12136 West Bayaud Ave #330	Lakewood	CO	80228
Quana	**Matheson**	Coeur d'Alene Tribe	P.O. Box 408	Plummer	ID	83851
Alfred	**Nomee**	Coeur d'Alene Tribe	P.O. Box 408	Plummer	ID	83851
Chief James	**Allan, chairman**	Coeur d'Alene Tribe	P.O. Box 408	Plummer	ID	83851
Francis	**Auld**	Confed. Salish and Kootenai Tribes	P.O. Box 257	Pablo	MT	59855
Lorraine	**Caye**	Confed. Salish and Kootenai Tribes	P.O. Box 257	Pablo	MT	59855
Marcia	**Pablo**	Confed. Salish and Kootenai Tribes	P.O. Box 257	Pablo	MT	59855
Dave	**Schwab**	Confed. Salish and Kootenai Tribes	P.O. Box 257	Pablo	MT	59855
Fred	**Matt, Chairman**	Confed. Salish and Kootenai Tribes	P.O. Box 257	Pablo	MT	59855
Shane	**Scott**	Confed. Tribes and Bands of the Yakama Nation	P.O. Box 151	Toppenish	WA	98948
Johnson	**Meninick**	Confed. Tribes and Bands of the Yakama Nation	P.O. Box 151	Toppenish	WA	98948
Bill	**White**	Confed. Tribes and Bands of the Yakama Nation	P.O. Box 151	Toppenish	WA	98948
Louis	**Cloud, Chairman**	Confed. Tribes and Bands of the Yakama Nation	P.O. Box 151	Toppenish	WA	98948
Camille	**Pleasants**	Confed. Tribes of the Colville Reservation	P.O. Box 150	Nespelem	WA	99155
Vera	**Morgan**	Confed. Tribes of the Colville Reservation	P.O. Box 150	Nespelem	WA	99155
Guy	**Moura**	Confed. Tribes of the Colville Reservation	P.O. Box 150	Nespelem	WA	99155
Harvey	**Moses, Chairman**	Confed. Tribes of the Colville Reservation	P.O. Box 150	Nespelem	WA	99155
Shawn	**Steinmetz**	Confed. Tribes of the Umatilla Indian Reservation	P.O. Box 638	Pendleton	OR	97801
Teara	**Farrow**	Confed. Tribes of the Umatilla Indian Reservation	P.O. Box 638	Pendleton	OR	97801
Catherine	**Dickson**	Confed. Tribes of the Umatilla Indian Reservation	P.O. Box 638	Pendleton	OR	97801
Julie	**Longenecker**	Confed. Tribes of the Umatilla Indian Reservation	P.O. Box 638	Pendleton	OR	97801
Antone	**Minthorn, Chairman**	Confed. Tribes of the Umatilla Indian Reservation	P.O. Box 638	Pendleton	OR	97801
Armond	**Minthorn**	Confed. Tribes of the Umatilla Indian Reservation	P.O. Box 638	Pendleton	OR	97801
Sally	**Bird**	Confed. Tribes of Warm Spring Reservation	P.O. Box C Cultural Resources	Warm Springs	OR	97761

Steve	**Jenevein**	Confed. Tribes of Warm Spring Reservation	P.O. Box C Cultural Resources	Warm Springs	OR	97761
Brigette	**Whipple**	Confed. Tribes of Warm Spring Reservation	P.O. Box C Cultural Resources	Warm Springs	OR	97761
Ronald	**Suppah Sr. Chairman**	Confed. Tribes of Warm Spring Reservation	P.O. Box C Cultural Resources	Warm Springs	OR	97761
Anna	**Keaton**	Confed. Tribes of Warm Spring Reservation	P.O. Box C Cultural Resources	Warm Springs	OR	97761
Ted	**Lamebull**	CRITFE	9270 Westcliff Dr.	Hood River	OR	97031
Chief	**Johnson**	CRITFE	9270 Westcliff Dr.	Hood River	OR	97031
Russell	**Spinno**	CRITFE	9270 Westcliff Dr.	Hood River	OR	97031
Tim	**Light**	Flathead National Forest	1935 3rd Avenue East	Kalispell	MT	59901
Kyle	**MacGuire**	Flathead National Forest	1935 3rd Avenue East	Kalispell	MT	59901
Suzie	**Neitzel**	ID State Historical Society	210 Main Street	Boise	ID	83702
Stan	**Wilmoth**	MT SHPO	PO Box 201202	Helena	MT	59620
Dennis	**Griffin**	OR SHPO	725 Summer St. NE	Salem	OR	97301
Rob	**Whitlam**	WA SHPO	PO Box 4843	Olympia	WA	98504
Suzan	**Pengilly Neitzel**	Deputy SHPO Compliance Coordinator	210 Main Street	Boise	ID	83702
Kenneth	**Reid**	Idaho State Archaeologist	210 Main Street	Boise	ID	83702
Kevin	**Lyons**	Kalispel Tribe	P.O. Box 39	Usk	WA	99180
Deane	**Osterman**	Kalispel Tribe	P.O. Box 39	Usk	WA	99180
Glen	**Nenema, Chairman**	Kalispel Tribe	P.O. Box 39	Usk	WA	99180
Becky	**Timmons**	Kootenai National Forest	1101 Highway 2 West	Libby	MT	59923
Kevin	**Cannell**	Nez Perce Tribe	P.O. Box 365	Lapwai	ID	83540
Josiah	**Pinkham**	Nez Perce Tribe	P.O. Box 365	Lapwai	ID	83540
Vera	**Sonneck**	Nez Perce Tribe	P.O. Box 365	Lapwai	ID	83540
Nakia	**Williamson**	Nez Perce Tribe	P.O. Box 365	Lapwai	ID	83540
Rebecca	**Miles, Chairwoman**	Nez Perce Tribe	P.O. Box 365	Lapwai	ID	83540
Frank	**Andrews, Jr.**	NPS - Lake Roosevelt	51230 Kettle Park Rd.	Kettle Falls	WA	99141
Ray	**DePuydt**	NPS-Lake Roosevelt	51230 Kettle Park Rd.	Kettle Falls	WA	99141
Randy	**Abrahamson**	Spokane Tribe of Indians	P.O. Box 278	Wellpinit	WA	99040
Kathryn	**Arneson**	Spokane Tribe of Indians	PO Box 100	Wellpinit	WA	99040
Mavis	**Hill**	Spokane Tribe of Indians	PO Box 100	Wellpinit	WA	99040
Ken	**Sherwood**	Spokane Tribe of Indians	PO Box 100	Wellpinit	WA	99040
Leona	**Stanger**	Spokane Tribe of Indians	PO Box 100	Wellpinit	WA	99040
Greg	**Abrahamson, Chairman**	Spokane Tribe of Indians	PO Box 100	Wellpinit	WA	99040
Geroge	**Hill**	Spokane Tribe of Indians	PO Box 100	Wellpinit	WA	99040
Jason	**Buck**	Wanapum Tribe, Grant County PUD	PO Box 878	Ephrata	WA	98823
Lenore	**Seelatsee**	Wanapum Tribe, Grant County PUD	PO Box 878	Ephrata	WA	98823
Ishmael	**Cabellero**	U.S. Army Corps of Engineers	PO Box 2946	Portland	OR	97208
Direlle	**Calica**	U.S. Army Corps of Engineers	PO Box 2946	Portland	OR	97208
Gail	**Celmer**	U.S. Army Corps of Engineers	PO Box 2946	Portland	OR	97208
Hiroshi	**Eto**	U.S. Army Corps of Engineers	PO Box 2946	Portland	OR	97208
David	**Grant**	U.S. Army Corps of Engineers	P.O. Box 3755	Seattle	WA	98124

Linda	**Kirts**	U.S. Army Corps of Engineers	201 N. Third	Walla Walla	WA	99362
John	**Leier**	U.S. Army Corps of Engineers	201 N. Third	Walla Walla	WA	99362
Michael	**Martin**	U.S. Army Corps of Engineers	PO Box 2946	Potrland	OR	97208
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Bert	**Rader**	U.S. Army Corps of Engineers	PO Box 2946	Portland	OR	97208
Dave	**Rice**	U.S. Army Corps of Engineers	P.O. Box 3755	Seattle	WA	98124
Jennifer	**Richman**	U.S. Army Corps of Engineers	PO Box 2946	Portland	OR	97208
Lawr	**Salo**	U.S. Army Corps of Engineers	P.O. Box 3755	Seattle	WA	98124
Dick	**Wernham**	U.S. Army Corps of Engineers	17115 Highway # 37	Libby	MT	59923
Robert	**Willis**	U.S. Army Corps of Engineers	PO Box 2946	Portland	OR	97208
Mona	**Wright**	U.S. Army Corps of Engineers	201 N. Third	Walla Walla	WA	99362
Kathleen	**Carr**	U.S. Bureau of Recalmation (Boise Field Solicitor's Office, University Plaza)	960 Broadway Ave, Suite 400	Boise	ID	83706
Dan	**Guptill**	U.S. Bureau of Reclamation	P.O. Box 620	Grand Coulee	WA	99133
Terrald	**Kent**	U.S. Bureau of Reclamation	1150 N. Curtis Road	Boise	ID	83706
Dave	**Lyngholm**	U.S. Bureau of Reclamation	P.O. Box 620	Gand Coulee	WA	99133
Lynne	**MacDonald**	U.S. Bureau of Reclamation	1150 N. Curtis Road	Boise	ID	83706
Craig	**Sprankle**	U.S. Bureau of Reclamation	P.O. Box 620	Gand Coulee	WA	99133
Pei-Lin	**Yu**	U.S. Bureau of Reclamation	1150 N. Curtis Road	Boise	ID	83706
Marge	**Dryden**	U.S. Forest Service	902 Wasco, Suite 200	Hood River	OR	97031
Tom	**Sandberg**	U.S. Forest Service	1500 Highway 200	Sandpoint	ID	83864
Dan	**Meatte**	WA State Parks	7150 Clear water Lane	Olympia	WA	98504
Chuck	**James**	U.S. Bureau of Indian Afairs	PO Box 6	Fairview	OR	97204
Becky	**Timmons**	Kootenai National Forest	1101 Highway 2 West	Libby	MT	59923
Alan	**Stanfill**		12136 West Bayaud Avenue	Lakewood	CO	80228

TABLE OF PERSONNEL AUTHORIZED TO REPRESENT A MEMBER GOVERNMENT AT A COOPERATING GROUP MEETING

Please fill in the appropriate personnel information by November 15, 2005 and return to:

Ms. Lydia Grimm
BPA Office of Genaeral Counsel – LC-7
PO Box 3621
Portland, OR 97208-3621

AUTHORIZED EMPLOYEE OR CONTRACTOR (indicate which):	NAME OF COOPERATING GROUP REPRESENTED	LIMITATIONS (specify, if any)

POINTS OF CONTACT FOR COOPERATING GROUPS

HUNGRY HORSE COOPERATING GROUP

Hungry Horse Dam is managed by the Bureau of Reclamation. The Cultural Resources Cooperating Group is composed of:

Bureau of Reclamation
1150 N. Curtis Rd.
Boise, ID 83706
(208) 378-5031
POC: Pei-Lin Yu, Power Office Archeologist

Bonneville Power Administration
707 W. Main St., Suite 500
Spokane, WA 99205
(509) 358-7476
POC: Hope Ross, Project Manager

Confederated Salish and Kootenai Tribes
P.O. Box 278
Pablo, MT 59855
(406) 675-2700
POC: Marcia Pablo, Tribal Historic Preservation Officer
Dave Schwab, Contracting Program Manager

Montana SHPO
P.O. Box 201202
Helena, MT 59620
(406) 444-7715
POC: Stan Wilmoth, State Archaeologist

Flathead National Forest
1935 Third Ave. East
Kalispell, MT 59901
(406) 758-5258
POC: Tim Light, Forest Archaeologist
Kyle McGuire, Assistant Forest Archaeologist

LAKE ROOSEVELT COOPERATING GROUP

Grand Coulee Dam/Lake Roosevelt is managed by the Bureau of Reclamation. The Cultural Resources Cooperating Group is divided into two sub-groups: the Spokane Tribe works largely on the Spokane River portion of Lake Roosevelt and the Colville Confederated Tribes work on the Columbia River portion. The entire Cooperating Group is composed of:

Bureau of Reclamation
1150 N. Curtis Rd.
Boise, ID 83706, (208) 378-5031, POC: Pei-Lin Yu, Archeologist

Bonneville Power Administration
707 W. Main St., Suite 500
Spokane, WA 99205
(509) 358-7476
POC: Hope Ross, Project Manager

Colville Confederated Tribes
P.O. Box 150
Nespelem, WA 99155
(509) 634-2692
POC: Camille Pleasants, Tribal Historic Preservation Officer

Spokane Tribe of Indians
P.O. Box 100
Wellpinit, WA 99040
(509) 258-4060
POC: Randy Abrahamson, Tribal Historic Preservation Officer
George Hill, Tribal Culture Program Coordinator

Office of Archaeology and Historic Preservation
P.O. Box 48343
Olympia, WA 98504-8343
360-586-3065
POC: Robert Whitlam, Washington State Archaeologist

National Park Service
Lake Roosevelt National Recreation Area
South 1368 Kettle Park Road
Kettle Falls, WA 99141
(509) 633-3860 X 101
POC: Ray Depuydt, Park Archaeologist

ALBENI FALLS COOPERATING GROUP

Albeni Falls Dam is managed by the Corps of Engineers, Seattle District. The Cultural Resources Cooperating Group is composed of:

U.S. Army Corps of Engineers, Seattle District
P.O. Box 3755
Seattle, WA 98124
(206) 764-3630
POC: Lawr Salo, Archeologist/Project Manager

Bonneville Power Administration
707 W. Main St., Suite 500
Spokane, WA 99205
(509) 358-7476
POC: Hope Ross, Project Manager

Confederated Salish and Kootenai Tribes
P.O. Box 278
Pablo, MT 59855
(406) 675-2700
POC: Marcia Pablo, Tribal Historic Preservation Officer
Dave Schwab, Contracting Program Manager

Kalispel Tribe of Indians
Natural Resource Dept.
P.O. Box. 39
Usk, WA 99180
POC: Kevin Lyons, Archaeologist

Kootenai Indian Tribe
P.O. Box 1269
Bonners Ferry, ID 83805
(208) 267-3519
POC: Josephine Shottanana, Cultural Coordinator

Coeur d'Alene Tribe
P.O Box 408
Plummer, ID 83851
(208) 686-1800
POC: Quana Matheson, Cultural Coordinator

Kaniksu National Forest
Sandpoint Ranger District
1500 Highway 2
Sandpoint, ID 83864
POC: Tom Sandberg, Archaeologist

Idaho State Historical Society
1109 Main Street, Suite 250
Boise, ID 83702-5642
208-334-2682
POC: Kenneth Reid, Idaho State Archaeologist

CHIEF JOSEPH COOPERATING GROUP

Chief Joseph Dam is managed by the Corps of Engineers, Seattle District. The Cultural Resources Cooperating Group is composed of:

U.S. Army Corps of Engineers, Seattle District
P.O. Box 3755
Seattle, WA 98124
(206) 764-3630
POC: Lawr Salo, Archeologist/Project Manager

Bonneville Power Administration
707 W. Main St., Suite 500
Spokane, WA 99205
(509) 358-7476
POC: Hope Ross, Project Manager

Colville Confederated Tribes
P.O. Box 150
Nespelem, WA 99155
(509) 634-2692
POC: Camille Pleasants, Tribal Historic Preservation Officer
Guy Moura, Archeologist

Office of Archaeology and Historic Preservation
P.O. Box 4843
Olympia, WA 98504-8343
360-586-3065
POC: Robert Whitlam, Washington State Archaeologist

LIBBY COOPERATING GROUP

Libby Dam is managed by the Corps of Engineers, Seattle District. The Cultural Resources Cooperating Group is composed of:

U.S. Army Corps of Engineers, Seattle District
P.O. Box 3755
Seattle, WA 98124
(206) 764-3630
POC: David Rice, Archeologist/David Grant, Archeologist

Bonneville Power Administration
707 W. Main St., Suite 500
Spokane, WA 99205
(509) 358-7476
POC: Hope Ross, Project Manager

Confederated Salish-Kootenai Tribes
P.O. Box 278
Pablo, MT 59855
(406) 675-2700
POC: Marcia Pablo, Tribal Historic Preservation Officer
Dave Schwab, Contracting Program Manager

USDA/Kootenai National Forest
1101 US Highway 2 West
Libby, MT 59923
(406) 293-6211
POC: Rebecca Timmons, Forest Archeologist

USDA/Kootenai National Forest/Eureka Ranger Station
1299 Hwy. 93 North
Eureka, MT 59917
(406)-296-2536
POC: Cindy Hemry, District Archaeologist

Montana SHPO
P.O. Box 201202
Helena, MT 59620
(406) 444-7715
POC: Stan Wilmoth, State Archaeologist
Mark Baumler, SHPO

Libby Dam
17115 Highway 37
Libby, MT 59923
(406) 293-7751
POC: Richard Wernham, Park Manager

MCNARY, DWORSHAK, LITTLE GOOSE, LOWER GRANITE, LOWER MONUMENTAL AND ICE HARBOR COOPERATING GROUP

The six dams above are managed by the Corps of Engineers, Walla Walla District under one cooperating group. The Cultural Resources Cooperating Group "Payos Kuus Cuukwe" is composed of:

U.S. Army Corps of Engineers, Walla Walla District
201 North 3rd Ave
Walla Walla, WA 99362
(509) 527-7402
POC: Allen Pomraning, Project Mgr.
Mona Wright, Archeologist

Bonneville Power Administration
905 NE 11th
Portland, OR 97232
(503) 230-xxxxx
POC: ----------, Project Manager

Colville Confederated Tribes
P.O. Box 150
Nespelem, WA 99155
(509) 634-2692
POC: Camille Pleasants, Tribal Historic Preservation Officer
Guy Moura, Archeologist

Confederated Tribes and Bands of the Yakama Nation
P. O. Box 151
Toppenish, Washington 98948
(509) 865-5121 X4737
POC: Johnson Meninick, Cultural Resources Program Mgr.

Confederated Tribes of the Umatilla Indian Reservation
P. O. Box 638
Pendleton, Oregon 97801
(541) 276-3629
POC: Teara Farrow, Cultural Resources Program Mgr.
Catherine Dickson, Archeologist

Nez Perce Tribe
P. O. Box 365
Lapwai, Idaho 83540
(208) 843-7400
POC: Vera Sonneck, Cultural Resources Program Mgr.
Kevin Cannell, Archeologist/Tribal Historic Preservation Officer

Office of Archaeology and Historic Preservation
P. O. Box 48343
Olympia, Washington 98504
(360) 586-3080
POC: Dr. Robert Whitlam, Washington State Archaeologist

Idaho State Historical Society
210 Main Street
Boise, Idaho 83702
208-334-2682
POC: Kenneth Reid, Idaho State Archaeologist

State Historic Preservation Office
725 Summer St. N.E.
Salem, Oregon 97301
(503) 986-0674
POC: Dennis Griffin, SHPO Archaeologist

BONNEVILLE, THE DALLES, AND JOHN DAY COOPERATING GROUP

The three dams above are managed by the Corps of Engineers, Portland District under one cooperating group. The Cultural Resources Cooperating Group "Wana Pa Koot Koot" is composed of:

U.S. Army Corps of Engineers, Portland District
P.O. Box 2946
Portland, OR 97208
(503) 808-4760
POC: Robert Willis, Project Mgr.
Michael Martin, Archeologist

Bonneville Power Administration
905 NE 11th
Portland, OR 97232
(503) 230-xxxx
POC: ----------, Project Manager

Confederated Tribes of Warm Springs of Oregon
P.O. Box C
Warm Springs, OR 97761
(541) 553--2006
POC: Sally Bird, Cultural Resources Program Mgr.
Steve Jenevein, Archeologist

Confederated Tribes and Bands of the Yakama Nation
P. O. Box 151
Toppenish, Washington 98948
(509) 865-5121 X4737
POC: Johnson Meninick, Cultural Resources Program Mgr.
Shane Scott, Archeologist

Confederated Tribes of the Umatilla Indian Reservation
P. O. Box 638
Pendleton, Oregon 97801
(541) 276-3629
POC: Teara Farrow, Cultural Resources Program Mgr.
Shawn Steinmetz, Archeologist

Nez Perce Tribe
P. O. Box 365
Lapwai, Idaho 83540
(208) 843-7400
POC: Vera Sonneck, Cultural Resources Program Mgr.
Josiah Pinkham, Ethnographer

Office of Archaeology and Historic Preservation
P. O. Box 48343
Olympia, Washington 98504
(360) 586-3080
POC: Robert Whitlam, Washington State Archaeologist

State Historic Preservation Office
725 Summer St. N.E.
Salem, Oregon 97301
(503) 986-0674
POC: Dennis Griffin, SHPO Archaeologist

INFORMATION SHEET:
FEDERAL ADVISORY COMMITTEE ACT

WHAT FACA IS:

The Federal Advisory Committee Act (5 U.S.C. App. § 1 et seq.) ("FACA") places restrictions on advisory committees that are established by federal agencies. An advisory committee is defined as: any committee, board, commission, council, conference, panel, task force, or other subgroup thereof, which is:

(a) established by statute or reorganization, or

(b) established or utilized by the President, or

(c) established or utilized by one or more agencies, in the interest of obtaining advice or recommendations for the President or one or more agencies or officers of the Federal Government. 5 U.S.C. App. § 3(2).

The statute was passed to establish congressional oversight of the use of advisory committees by the executive branch, to enhance the public accountability of advisory committees, and to reduce wasteful expenditures on them.

WHEN FACA APPLIES:

If a group is subject to FACA, numerous requirements and procedures apply. This includes, among other things, filing a detailed charter, giving advance notice in the Federal Register of any meetings, holding open meetings, having a employee of the federal government preside over each meeting, and making all records of the meeting available to the public.

WHEN FACA DOES NOT APPLY:

The term "advisory committee" under FACA specifically excludes any "committee which is composed wholly of full-time officers or employees of the Federal Government." 5 U.S.C. App. § 3(2)(i).

Section 204(b) of the Unfunded Mandates Reform Act of 1995, however, provides an exemption from FACA. 2 U.S.C. § 1534(b). FACA does not apply to actions in support of intergovernmental communications where:

(1) meetings are held exclusively between federal officials and elected officers of state, local, and tribal governments (or their designated employees with authority to act on their behalf) acting in their official capacities; and

(2) such meetings are solely for the purposed of exchanging views, information, or advice relating to the management or implementation of federal programs established pursuant to public law that explicitly or inherently share intergovernmental responsibilities or administration.

This exemption applies to "any meetings called for any purpose relating to intergovernmental responsibilities or administration." 60 Fed. Reg. 50,653 (1995).

APPENDIX B

INTERTIE DEVELOPMENT AND USE PROGRAMMATIC AGREEMENT (IDUPA)

PROGRAMMATIC AGREEMENT
FOR COMPLIANCE WITH THE
NATIONAL HISTORIC PRESERVATION ACT

Among

- *Bonneville Power Administration*
- Bureau of Reclamation, Pacific Northwest Region
- U.S. Army Corps of Engineers, North Pacific Division
- National Park Service, Pacific Northwest Region
- U.S. Forest Service, Region 1
- *Confederated Tribes of the Colville Reservation*
- Spokane Tribe of Indians
- Idaho, Montana, and Washington State Historic Preservation Officers
- Advisory Council on Historic Preservation

Regarding

FEDERAL COLUMBIA RIVER POWER SYSTEM HYDROELECTRIC OPERATIONS

WHEREAS, hydroelectric project operations of the Federal Columbia River Power System, including power marketing policies and programs under the direct and/or indirect jurisdiction of the Bonneville Power Administration (BPA), the Bureau of Reclamation (Bureau), and the U.S. Army Corps of Engineers (Corps), may have an effect upon properties included in, eligible for inclusion in, or potentially eligible for inclusion in the National Register of Historic Places (Register); and

WHEREAS, BPA has requested the comments of the Advisory Council on Historic Preservation (Council) pursuant to Section 106 of the National Historic Preservation Act (16 U.S.C. 470 f) and its implementing regulations, "Protection of Historic Properties: (36 CFR Part 800); and

WHEREAS, the historic properties potentially affected are within or immediately adjacent to the reservoir drawdown zones (hereinafter affected area) in the project areas of Grand Coulee (Lake Roosevelt) and Hungry Horse Dams, owned and operated by the Bureau, and the Dworshak, Libby (Lake Koocanusa), and Albeni Falls (Lake Pend Oreille) Dams, owned and operated by the Corps; and

WHEREAS, the National Historic Preservation Act requires Federal agencies having direct or indirect jurisdiction over an undertaking to take into account the effect of the undertaking on historic properties; and

WHEREAS, BPA power marketing policy and program undertakings, as power system management actions, are under the direct and/or indirect jurisdiction of BPA, the Bureau, and the Corps; and

WHEREAS, the BPA, the Bureau, and the Corps, in exercising their independent power system management authorities and in fulfilling their responsibilities for historic properties, intend to meet this shared responsibility for historic properties in a timely manner; and

WHEREAS, the operation of the Grand Coulee Project affects land within the boundaries of the Colville Indian Reservation and the Spokane Indian Reservation, and lands administered by the National Park Service (NPS); and

WHEREAS, the Bureau, the NPS, the Confederated Tribes of the Colville Reservation (Colville Tribes), the Spokane Tribe of Indians (Spokane Tribe), and other parties have ratified the Lake Roosevelt Cooperative Management Agreement; and

WHEREAS, Dworshak Reservoir, Hungry Horse Reservoir, Lake Koocanusa, and Lake Pend Oreille are partially within National Forests administered by the U.S. Forest Service, Region 1;

NOW THEREFORE, it is mutually agreed that BPA, the NPS, the Bureau, and the Corps will identify and manage historic properties in accordance with the following stipulations:

STIPULATIONS

BPA, the Bureau, the NPS, and the Corps will ensure that the following measures are carried out:

1. Survey and Evaluation

BPA will participate with the Bureau, the NPS, the Corps, the Colville Tribes, and the Spokane Tribe, as appropriate in accordance with their respective

jurisdictions, to complete intensive surveys[1] of historic properties and properties possessing traditional cultural value to Native Americans, at the project reservoirs listed above. (Exhibit A shows the present status of historic preservation activities.) The Bureau, the NPS, the Corps, the Colville Tribe, and the Spokane Tribe will ensure that surveys are performed in accordance with accepted archaeological practices as defined in 36 CFR Part 800, Section 110 Guidelines, and the Secretary of the Interior's Standards and Guidelines. Site evaluations will be done in accordance with 36 CFR Part 63 and the above-referenced guidelines. Surveys and evaluations will be done in consultation with the appropriate SHPO and appropriate Native American tribes in accordance with 36 CFR Part 63.

Intensive surveys will be initiated at all affected areas within two years from execution of this Agreement, and proceed as quickly as possible thereafter. The Bureau, the NPS, the Corps, the Colville Tribes, and the Spokane Tribe, as appropriate, shall provide copies of completed survey reports to BPA, interested Native American tribes, the U.S. Forest Service, and the appropriate SHPO.

2. Action Plans

Once intensive surveys are completed for each affected area, the Bureau, the NPS, the Corps, the Colville Tribes, or the Spokane Tribe, as appropriate, will consult with BPA and the appropriate SHPO to develop a draft Action Plan for that area.

Action Plans will identify:

- Research design (including criteria for determining which properties may be likely to yield information important in prehistory and history);
- Determinations of Register eligibility; and
- Methods of mitigating adverse effects on Register and Register-eligible properties (including *in situ* preservation and law enforcement), monitoring, and curation.

Appropriate Native American tribes and traditional spiritual leaders will be consulted about properties possessing traditional cultural value to Native Americans, and provided a reasonable opportunity to comment on each draft

[1] Intensive survey describes the distribution of properties in an area; determines the number, location, and condition of the properties; determines the types of properties actually present within the area; permits classification of individual properties; and records the physical extent of the specific properties. 48 Fed. Reg. 44716, 44722 (1983).

Action Plan, and the Forest Service will be afforded a reasonable opportunity to comment on the draft Action Plans for Dworshak Reservoir, Hungry Horse Reservoir, Lake Koocanusa, and Lake Pend Oreille. Upon completion of the coordinated draft Action Plan for each affected area (within 18 months of completion of the intensive survey for the subject project), the draft Action Plan will be submitted to the Council for review and comment.

Each final Action Plan will be implemented when mutually accepted by the managing agency or tribe, the appropriate SHPO, the Forest Service if the affected area is on Forest Service lands, and the Council. In consultation with other involved jurisdictions and affected Tribes, the lead agency for each Action Plan will prepare an annual report of activities performed during the year. The lead agency will provide copies to BPA, the Council, the appropriate SHPOs, other interested agencies, and appropriate Native American Tribes.

3. Interim Management

Interim management of historic properties at these project reservoirs will be conducted in accordance with the steps in the Council's regulations, 36 CFR Part 800. Until such time as the approved Action Plan is implemented, and prior to any change in operating constraints, the appropriate agency or tribe will implement the steps detailed in the regulations for identification, evaluation, and management of historic properties.

4. Professional Qualifications

Supervisory personnel managing the implementation of each Action Plan shall, at a minimum, meet the professional qualifications detailed in the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation," 48 Fed.Reg. 44716, 44738 (1983).

5. *Other Historic Properties Management Considerations*

a. If human skeletal material is discovered during the intensive survey or during implementation of the Action Plan, the Bureau, the NPS, the Corps, the Colville Tribes, or the Spokane Tribe, as appropriate, will consult with local law enforcement authorities and the appropriate SHPO; or, if the skeletal material appears to be of Native American origin, will consult with the affected tribe and appropriate SHPO to prepare and implement a burial disposition plan in accordance with the North American Graves Protection and Repatriation Act

(P.L. 101-601). BPA will participate in implementing the approved/agreed upon burial disposition plan.

b. The Bureau, the NPS, the Corps, the Colville Tribes, and the Spokane Tribe shall curate archaeological data, artifacts, field notes, photographs, and other records in accordance with the standards, guidelines, and principles in 36 CFR 79, "Curation of Federally-Owned or Administered Archeological Collections: Final Rule" (55 Fed. Reg. 37839); the Council's "Treatment of Archaeological Properties: A Handbook;" and in "Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines," 48 Fed. Reg. 44716 (1983).

c. The Bureau, the NPS, the Corps, the Colville Tribes, or the Spokane Tribe shall prepare and distribute final reports to interested parties for each project listed above, for the affected area within their respective jurisdiction, within two years after full implementation of the Action Plan. Final reports will include the results of survey, evaluation, and mitigation.

6. Existing or new Memorandum of Agreement (MOA), or an existing Programmatic Agreement for the operation and management of individual project reservoirs included in this Agreement, may be substituted for this Agreement. In the absence of a substitute MOA or Programmatic Agreement, the terms of this Agreement shall be implemented for each project reservoir.

7. Any party to this Agreement may request its amendment, whereupon the parties will consult in accordance with 36 CFR 800.13 to consider such amendment.

8. If a signatory to this Agreement determines that the terms of the Agreement cannot be met, or that a change is necessary to meet the requirements of the law, that signatory will immediately request the consulting parties to consider an amendment or addendum. Any necessary amendment or addendum will be executed as defined in 36 CFR Part 800. If a dispute arises regarding implementation of the Agreement, BPA will consult with the objecting party(ies) to resolve the dispute. If the dispute cannot be resolved, further comments will be requested from the Advisory Council, as defined in 36 CFR Part 800.

9. Any party to this Agreement may suspend it by providing 30 days written notice to the other consulting parties. Additional consultations will then occur in an effort to resolve any issues, and to reimplement the Agreement in amended form.

10. Execution and implementation of this Programmatic Agreement evidences that BPA, the Corps, Bureau and the NPS have satisfied their Section 106 responsibilities for hydroelectric project operations (including BPA power marketing policies and programs) affecting the reservoir drawdown areas of Grand Coulee, Hungry Horse, Dworshak, Libby, and Albeni Falls Dams.

11. All activities set forth in this Agreement are subject to availability of funds. If lack of funds results in failure to carry out the terms of this Agreement, BPA, NPS, the Bureau, and the Corps will again request the Council's comments in accordance with 36 CFR Part 800.

EXHIBIT A

STATUS OF HISTORIC PRESERVATION ACTIVITIES BY PROJECT

Project	Survey	Action Plan/ Mitigation Plan	Mitigation
Dworshak[1]	Required	Required	Required
Albeni Falls[2]	Partially Completed[3]	Required	Required
Libby	Mostly Completed[4]	Completed[5]	Required
Grand Coulee	Partially Completed	Required	Required
Hungry Horse	Partially Completed	Required	Required

NOTES:

1/ The Dworshak project is presently covered under a Programmatic Agreement that addresses historic preservation activities on all operating reservoir projects within the U.S. Army Corps of Engineers Walla Walla District.

2/ The majority of lands are privately owned. Historic property investigations will require acquisition of real estate interests for site access and excavation, which will increase overall costs.

3/ Site locations have been identified, but no subsurface testing or evaluation has occurred.

4/ The U.S. Forest Service has identified additional cultural resource sites within the affected area. These sites have not been subjected to subsurface testing or evaluation.

5/ An existing Action Plan/Mitigation Plan may need to be modified as a result of subsurface testing and evaluation of recently discovered sites (see proceding footnote).

BONNEVILLE POWER ADMINISTRATION

By: _____ Date: AUG 2 1991
James J. Jura, Administrator

BUREAU OF RECLAMATION, PACIFIC NORTHWEST REGION

By: _____ Date: Aug. 6, 1991
John W. Keys, III, Regional Director

U.S. ARMY CORPS OF ENGINEERS, NORTH PACIFIC DIVISION

By: _____ Date: 26 AUG 1991
MG Ernest J. Harrell, Division Engineer

NATIONAL PARK SERVICE, PACIFIC NORTHWEST REGION

By: _____ Date: 8/27/91
Charles H. Odegaard, Regional Director

U.S. FOREST SERVICE, REGION 1

By: _____ Date: 9/9/91
for John W. Mumma, Regional Forester

CONFEDERATED TRIBES OF THE COLVILLE RESERVATION

By: _____ Date: Sep 25, 1991
Jude C. Stensgar, Business Council Chairperson

SPOKANE TRIBE OF INDIANS

By: _____ Date: 9/25/91
Bruce Wynne, Business Council Chairperson

IDAHO STATE HISTORIC PRESERVATION OFFICE

By: _____ Deputy SHPO Date: 9/30/91
David Crowder, Ph.D., State Historic Preservation Officer

MONTANA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: 10-8-91
Marcella Sherfy, State Historic Preservation Officer

WASHINGTON STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: 10/27/91
Jacob E. Thomas, State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: 11/27/91
John F.W. Rogers, Chairman

Concur:
KOOTENAI TRIBE OF IDAHO

By: _____ Date: July 31, 1991
Velma Bahe, Kootenai Tribal Council Chairperson

APPENDIX C
SYSTEMS OPERATION REVIEW
RECORD OF DECISION

BUREAU OF RECLAMATION

RECORD OF DECISION

COLUMBIA RIVER SYSTEM OPERATION REVIEW
SELECTION OF A SYSTEM OPERATION STRATEGY

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II. DECISION STATEMENT 1

III. BACKGROUND 2

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B. Scope and Process 3

IV. PUBLIC INVOLVEMENT 5

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EXHIBIT A: How the Strategies Would Affect River Uses

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Columbia River system
operation review : selection of
United States. Bureau of Reclam

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BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION

U.S. DEPARTMENT OF THE INTERIOR

COLUMBIA RIVER SYSTEM OPERATION REVIEW
SELECTION OF A SYSTEM OPERATION STRATEGY

I. INTRODUCTION

This record documents the decision of the Bureau of Reclamation (Reclamation) to implement existing and modified plans related to reservoir regulation and project operation for Hungry Horse and Grand Coulee projects. Reclamation selects the System Operation Strategy (SOS) Preferred Alternative (PA) as described in the Columbia River System Operation Review (SOR) Final Environmental Impact Statement, November 1995.

II. DECISION STATEMENT

This records adopts, incorporates and reaffirms the "Record of Decision (ROD) Implementing Actions Pursuant to Biological Opinions of March 1995" signed by the Pacific Northwest Regional Director on March 10, 1995 which is designated herein as the PA and is the best overall operating strategy for the Columbia River system. The previous ROD documents Reclamation's decision to implement measures in the Biological Opinion on "Reinitiation of Consultation 1994-1998 Operation of the Federal Columbia River Power System and Juvenile Fish Transportation Program in 1995 and Future Years" issued by the National Marine fisheries Service (NMFS) on March 2, 1995 on Snake River spring, summer and fall chinook and Snake River sockeye salmon; and the United States Fish and Wildlife Service (USFWS) Biological Opinion on four Snake River snails and the Kootenai River white sturgeon dated March 1, 1995. Moreover, Reclamation has been operating its projects in accordance with that ROD and those Biological Opinions, and as required, will continue to coordinate the projects in the future with NMFS and USFWS to meet the adaptive management approach to Federal Columbia River Power System

(FCRPS) reservoir operations that is contemplated within the operational flexibility of the PA.

Selection of the PA is determined to be the best operating strategy since it has been approved by NMFS and USFWS as meeting the biological needs of the endangered species, has proven to be a workable strategy given Reclamation's experience past short term operation, and after analysis, proven to best meet the other multiple use requirements of the system.

III. BACKGROUND

A. Purpose and Need

Reclamation, the Corps, and the U.S. Department of Energy's Bonneville Power Administration (BPA) are responsible for management of the Federal Columbia River Power System. Multiple uses of the system, including but not limited to flood control, power, navigation, irrigation, and municipal and industrial uses as well as natural resource management have evolved largely from dam development. Today, these river uses are increasingly competing for limited water resources in the Columbia River Basin. Often, they conflict with each other. To date, meeting these demands has been guided somewhat independently by those sharing responsibility for management of the system. The Federal agencies responsible for river management decided to use the pending expiration of several long-term agreements involving power production as an opportunity to review future operations of the Columbia River system and river use issues. Because of renewal of the agreements and after years of trying to accommodate growing multiple-use demands on the system, the three agencies decided that it was time for a "top-to-bottom" review in order to assure the best possible operation and management of the system within the constraints of the systems' required multiple uses and the biological needs of the endangered species. The result of that decision was the System Operation Review. The review is the environmental analysis required by the National Environmental Policy Act (NEPA) to consider changes in Columbia River system operations and the effect of those changes on users of the system and the environment.

The SOR began in 1990 with a focus on all river and reservoir uses for the FCRPS. The Endangered Species Act (ESA) began to

influence the formulation of alternatives in November 1991 when the first of three Snake River salmon species was listed as threatened or endangered. The SOR then began to focus on the role system operations could play in salmon recovery while meeting other project purposes.

There were four actions intended from the SOR: (1) develop and implement a coordinated system operating strategy for managing the multiple uses of the FCRPS while meeting the biological needs of the ESA; (2) provide interested parties a long-term role in system planning and operation through a Columbia River Regional Forum; (3) renegotiate and renew the Pacific Northwest Coordination Agreement (PNCA); and (4) renew current agreements or develop new Canadian Entitlement Allocation Agreements (CEAA).

This ROD applies solely to the first of these actions: selection of a system operation strategy. Separate RODs are being prepared for the PNCA and CEAA. No action is likely for the Regional Forum because that need is being met through other regional activities such as the Technical Management Team, the ESA Implementation Team and the Northwest Power Planning Council's Fish and Wildlife Program amendment process.

The SOR EIS assessed operations at the 14 Federal dams in the Columbia River basin in the United States. Reclamation operates two of those -- Grand Coulee and Hungry Horse dams. These projects play a prominent role in the coordinated operation of the Columbia River system because of their size and location. Their 8 million acre-feet of storage is about half of the federally-controlled storage in the FCRPS. They are keystones in the system operation for hydropower, flood control, and irrigation.

B. Scope and Process

The first step of the review was to establish the scope of the study. After public meetings in 14 cities in the region during August 1990 and consultation with numerous local, state, and Federal agencies, the three lead agencies were better able to define the geographic scope of the study and the process.

Scope: The specific scope of the SOR encompasses 14 Federal dams on the Columbia and lower Snake Rivers that have major influenced

on multiple-purpose system operation and for which power production is coordinated under the PNCA. These include five storage dams: Hungry Horse and Grand Coulee (Reclamation) and Libby, Albeni Falls, and Dworshak (Corps); and nine downstream run-of-river projects: Chief Joseph, Lower Granite, Little Goose, Lower Monumental, Ice Harbor, McNary, John Day, The Dalles, and Bonneville (all Corps). The SOR Scoping Document presented the scope of the study and analytical methods was issued in may 1991.

Process: Pilot studies of four river uses were conducted simultaneously with development of the Scoping Document. From July 1991 to August 1992, work groups representing 10 key river uses developed and screened 90 initial system operating alternatives. Ten candidate strategies were then formulated for public review. Following public comment in September 1992, seven strategies were developed for full scale analysis in the EIS which took place from September 1992 to January 1994. A Draft EIS was issued in July 1994 and following public comment, the Final EIS was issued in January 1996.

Ten interagency work groups were assigned one river use or resource: flood control, navigation, anadromous fish, resident fish, wildlife, power, recreation, irrigation, water quality, and cultural resources. These work groups provided a forum for experts and other interested parties to work together on analysis for a specific river use. Key objectives were to share ideas and information, provide the best available science and reach consensus.
Overseeing the work groups was the Analysis Management Group, an interagency coordination group consisting of project managers, the 10 resource work group leaders and other representatives from the lead agencies. Other groups that reported to the Analysis Management Group were the Economic Analysis Group; the River Operation Simulation Experts; PNCA Alternatives Analysis Group; NEPA Action Group; Public Involvement Group; Forum Alternatives Work Group; and contractors.

After analyzing information from scoping, the SOR followed a three-phase decision process for developing a system operation strategy: 1) pilot or test analysis; 2) public participation in the work groups and the beginning of the screening phase; and 3) full scale analysis of the candidate strategies. Further

information about this process is in Section V. Alternatives Considered.

IV. PUBLIC INVOLVEMENT

The three SOR agencies held numerous public meetings across the Pacific Northwest at different points in the review to involve the public and listen to their views:

- In 1990, about 800 people attended 14 scoping meetings to explain the SOR and gather comments on the scope of the study. These meetings were held in Seattle, Spokane, Kennewick and Grand Coulee, Washington; Sandpoint, Boise, Idaho Falls, and Orofino, Idaho; Libby, Eureka, Missoula, and Kalispell, Montana; and Pendleton and Portland, Oregon.

- From November 1991 through January 1992, roundtable meetings were held to provide the public an opportunity to preview and comment on the preliminary alternatives developed by the SOR work groups. these meetings were held in Sandpoint and Orofino, Idaho; Kalispell and Libby Montana; and Kennewick, Grand Coulee and Seattle, Washington. About 300 people attended these meetings.

- In September 1992, about 500 people attended 14 mid-point meetings to learn about and comment on the strategies being considered. In the fall of 1994, over 500 people turned out to comment on the Draft EIS at nine public meetings around the region. The locations were nearly the same as for the scoping meetings.

- In September and October, 1994, a series of nine public hearings was held on the Draft EIS. Approximately 500 people attended these hearings in Boise, Lewiston, and Sandpoint, Idaho; Kalispell and Libby, Montana; Grand Coulee, Pasco, and Seattle, Washington; and Portland, Oregon. In all, the agencies received written or verbal comment from over 360 people during the public review process of the Draft EIS. All comments received full consideration.

Members of the public served on SOR work groups and helped prepare technical appendices. Others followed work group

activities by mail, without direct involvement. There were hundreds of people who participate on an ad hoc basis through letters, telephone and meeting attendance.

The Final EIS consists of the Main Report (450 pages), the Summary and 20 technical appendices that analyze river use areas: River Operation Simulation; Air Quality; Anadromous Fish and Juvenile Fish Transportation; Cultural Resources; Flood Control; Irrigation/Municipal and Industrial Water Supply; Land Use and Development; Navigation; Power; Recreation; Resident Fish; Soils, Geology, and Groundwater; Water Quality; Wildlife; Economic and Social Impacts; CEAA; Columbia River Regional Forum; PNCA, USFWS Coordination Act Report; and Comments and Responses. The SOR team also compiled a variety of publications to educate the public about the Columbia River and its system operations. A newsletter was mailed to over 5,000 homes and businesses regularly during the six-year life of the SOR to inform people about new developments in the study and to present river management information.

V. ALTERNATIVES CONSIDERED

More than 90 approaches to river system operations were initially considered. Many were proposed by citizens and organizations, others were suggested by SOR work groups and the project managers. Computer models simulated implementation of all 90 alternatives so that the environmental and social effects and impacts on power generation, natural and cultural resources, and all other river activities could be assessed and compared.

As a result of screening by SOR work groups and public review of the results, many of the initial alternatives were redesigned, combined or deemed unworkable because these alternatives did not meet the system's multiple use requirements while accommodating the biological needs of the endangered species. Seven System Operation Strategies (SOS) were then chosen and analyzed in detail. Various options within these seven strategies were considered, so that a total of 21 alternatives were examined for the Draft EIS.

The Draft EIS alternatives were further modified following comments from Tribes, State and Federal agencies, industry, environmental organizations, and individuals. Six of the 21

alternatives in the Draft EIS were carried into the analysis for the Final EIS without modification (SOSs 1a, 2c, 5b, 6b, and 6d). Four alternatives in the Draft EIS were modified following public comment and again considered in the Final EIS (SOSs 4c, 9a, 9b, and 9c). Three new alternatives were identified and evaluated in the Final EIS in response to public comment (SOSs 5c and PA) or as a result of recommendations from the 1994-98 Biological Opinion issued by NMFS (SOS 2d). Several Draft EIS alternatives were eliminated as unreasonable based upon additional analysis results and consideration of public comment (SOSs 2a, 2b, 3a, 3b, 4a, 4b, 5a, 6a, and 6c). The Final EIS Main Report describes the evolution of the alternatives on pages 4-4 and 4-5.

The following System Operating Strategies received detailed consideration in the Final EIS since Reclamation determined that these strategies were the best suited to meeting the multiple use needs of the system and the requirements of the endangered species. See attached Exhibit A for a comparison of the following strategies and associated river uses. The numbering is not consecutive due to adjustments made in the list of alternatives considered between the Draft and Final EISs.

SOS 1a - Pre-Salmon Summit Operation: This strategy simulates the way the system was operated from 1983 through the 1990-91, prior to the listing of salmon species under the ESA. Elements of an alternative recommended by the Columbia River Alliance, Recover 1, were included.

SOS 1b - Optimum Load-Following Operation: This option maximizes system benefits for the traditional uses of the system, power generation, flood control, and navigation. It simulates the way the system was operated prior to the Northwest Power Planning and Conservation Act of 1980.

SOS 2c - Current Operation/No Action: This alternative calls for operations consistent with the Corps of Engineers' 1993 Supplemental EIS. It is similar to how the system was operated in 1992-93, after three salmon species were listed under the ESA.

SOS 2d - 1994-98 Biological Opinion: This alternative represents the operation that would have occurred had the recommendations resulting from the ESA consultation completed in 1994 been

implemented. It is closest to the way the system was being run just after the analysis in the Draft EIS was completed.

SOS 4c - Stable Storage Project Operation with Modified Grand Coulee Flood Control: This alternative specifies monthly elevation targets to be used year-round to improve conditions at the major Federal storage projects for recreation and resident fish and wildlife. In response to public comments, this alternative includes minimum elevation levels, known as Integrated Rule Curves (IRCs) for Libby and Hungry Horse Reservoirs.

SOS 5b - Natural River Operation: This alternative specifies that the four lower Snake River projects would be drawn down to near riverbed levels for four and one-half months during the spring/summer salmon migration period. Construction of new low-level outlets would be required to allow water to bypass the dam, powerhouse, and spillway.

SOS 5c - Permanent Natural River Operation: This alternative specifies that the four lower Snake River projects would be drawn down to near riverbed levels year-round.

SOS 6b - Fixed Drawdown Operation: This alternative specifies that the four lower Snake River projects would be drawn down to near spillway crest for four and one-half months during the spring/summer salmon migration period.

SOS 6d - Lower Granite Drawdown: This strategy would draw down Lower Granite to near spillway crest for four and one-half months.

SOS 9a - Detailed Fishery Operating Plan (DFOP): This operation was recommended by the region's fish agencies and tribes. It establishes flow targets at Lower Granite and The Dalles, draws down the lower Snake River projects to near spillway crest for four and one-half months, specifies spill levels at run-of-river projects, and eliminates fish transportation.

SOS 9b - Adaptive Management: This modification of DFOP establishes flow targets at McNary and Lower Granite, specifies maximum water releases from upstream projects, draws down lower Snake River projects to minimum operating pool, draws down John

Day to minimum irrigation pool, and specifies spill levels at run-of-river projects.

SOS 9c - Balanced Impacts Operation: This strategy was originally recommended by the State of Idaho, which subsequently withdrew its support. It draws down the four lower Snake River projects to near spillway crest for about two months during the spring salmon migration period. It also includes flow augmentation at 1994-98 Biological Opinion levels, IRCs at Libby and Hungry Horse, and a higher winter operating elevation at Albeni Falls.

SOS Preferred Alternative: This strategy adopts operations recommended in the NMFS and USFWS Biological Opinions issued in March of 1995. Its intent is to support the recovery of ESA-listed fish by storing water in reservoirs during the fall and winter to meet spring and summer flow targets. Maximum summer draft limits at Libby, Hungry Horse, and Dworshak are used to minimize detrimental effects on other natural resources, provide flood protection, and produce a reasonable amount of power generation.

One additional alternative was considered that was identified late in the analysis process for the Final EIS. While the agencies could not incorporate the results of this additional analysis in the comparative analysis in the Final EIS, the effects of the alternative were described in Chapter 4 of the Final EIS Main Report. This alternative was suggested by the Confederated Tribes of the Umatilla Indian Reservation. It was similar to SOS 9a above with higher flow targets during the spring and summer, drawdown to natural river levels, higher spill levels, and reduced flood control storage space during the winter to allow for higher spring and summer flows. This alternative was designated as SOS 9d.

Exhibit A, "How the Strategies Would Affect River Uses: summarizes the environmental effects for the alternatives by category. In addition to the effects on each major river use, the overall economic impact is shown as well.

VI. ESA SECTION 7 CONSULTATION

Because of the listed species within the Columbia River system, fourteen system operation strategies from the SOR Draft EIS were

provided to NMFS and USFWS in the 1995 supplemental Biological Assessment as part of the reinitiation of consultation on the 1994-1998 proposed operations. As a result of this consultation, NMFS and USFWS issued separate Biological Opinions which addressed the effects of the FCRPS operation upon listed species within their jurisdictions.

The USFWS adopted the non-jeopardy Biological Opinion dated July 27, 1994 on the bald eagle, Lake Roosevelt (Grand Coulee project) population, and concurred that the action is not likely to adversely affect the endangered gray wolf, threatened grizzly bear, and endangered peregrine falcon. The USFWS also issued a non-jeopardy Biological Opinion for Snake River snails.

In their March 2, 1995 Biological Opinion, NMFS recommended a Reasonable and Prudent Alternative (RPA) and concluded that the RPA does not jeopardize the continued existence of the spring/summer and fall Chinook, and does not reduce appreciably the likelihood of survival and recovery of the Snake River sockeye salmon.

Reclamation continues to coordinate with NMFS and USFWS on operations. Under adaptive management, operations are adjusted in-season as well as year-to-year as scientific information is further collected and evaluated.

The following ESA-established regional forums facilitate making operational recommendations:

- The Technical Management Team (TMT) makes recommendations to Reclamation and the Corps on weekly management of river operations related to flows, spill, and transport.

- The Implementation Team (IT) coordinates activities of federal, state, and tribal sovereigns for implementation of regional plans to restore anadromous fish and addresses weekly issues raised by the TMT.

- The Executive Committee oversees implementation activities and if the IT cannot resolve an issue, makes final recommendation to Reclamation and the Corps on operation changes.

All forums consist of representation from Federal, state, tribal, and regional agencies. Additionally, all forums are public and provide opportunity for non-members to participate.

In July, 1996, NMFS proposed several Snake River and Columbia River basin steelhead stocks for listing as threatened and endangered. Reclamation will coordinate with NMFS on the proposed listings and may modify the selected SOS after evaluating effects on these proposed stocks and considering recommendations of the TMT.

VII. SYSTEM OPERATION STRATEGY (SOS) AND SELECTION OF THE PREFERRED ALTERNATIVE (PA)

The SOS PA in the SOR Final Environment Impact Statement (FEIS) represents the operation recommenced by NMFS and USFWS in their Biological Opinions issued on issued on March 2, 1995 and March 1, 1995, respectively. SOS PA was selected as the best alternative because it supports recovery of ESA-listed species as outlined in these Biological Opinions, specifically the Reasonable and Prudent Alternative and the Incidental Take Statement, by limiting water releases during the fall and winter in an attempt to provide water supplies for spring and summer fish target flows.

Since environmental protection for anadromous fish and other listed species became the focus of this analysis, the selected strategy is an environmentally preferable alternative. It favors ESA-listed species as a matter of compliance with law and policy. It is focused on the protection of anadromous fish at the expense of other species, primarily resident fish and wildlife. It is possible to design additional environmentally preferable alternatives by choosing different combinations of operating measures that reflect other tradeoffs among river uses and resources. For example, second environmentally preferable alternative could be designed which would contain elements from several SOSs considered in the Final EIS.

The system will be operated to achieve flood control elevations by April 15 each year and to meet demands for irrigation supplies, power production and recreation. Storage water from Grand Coulee and Hungry Horse will also be used for flow

augmentation for fish recovery. Moreover, the selected PA adopts the adaptive management approach of the RPAs. Under this approach, operations may be modified in-season for actual hydrologic and fish migration conditions and year-to-year based upon new scientific information or to support studies for long-term system configuration changes as provided within the PA's flexibility.

The TMT will make in-season recommendations to Reclamation based on runoff conditions, fish migration and other factors. Reclamation will continue to participate in various regional forums, such as the IT and Executive Committee, where system operations are proposed and discussed. Reclamation will also continue to coordinate with NMFS, USFWS, the Corps, BPA, the Northwest Power Planning Council (NPPC), states, and Tribes on newly proposed reservoir operations. In coordination with these groups, Reclamation may need to change operations for flood control, emergencies, approved research, or other project uses which is provided within the PA's flexibility. Reclamation will rely upon existing authority and information in the SOR FEIS to evaluate and implement such new operations, and to adjust the SOS in coordination with NMFS and USFWS and others.

In summary, under the selected system operation, Reclamation will operate Hungry Horse and Grand Coulee projects in the FCRPS to:

- continue to provide irrigation water supplies to meet contractual arrangements; provide fish and wildlife enhancement; provide recreation opportunities; provide hydro power production; and meet other authorized target objectives.

- provide additional flow augmentation in the Columbia and Snake Rivers and manage these flows during the fish migration season to optimize anadromous fish survival.

- manage reservoir elevations within Grand Coulee and Hungry Horse to maximum summer draft limits to the extent possible to minimize detrimental effects on resident fish, wildlife, cultural resources and recreational facilities.

- meet flood control requirements at Grand Coulee and Hungry Horse to reduce mainstem and tributary flood damage.

- manage system inflows and releases during the fall and winter so that reservoir elevations at Grand Coulee and Hungry Horse meet flood control levels in April as determined by that year's runoff probability.

- release stored water from Grand Coulee and Hungry Horse during the migration season in a manner that strives toward meeting specified flow targets measured at McNary Dam, recognizing that these targets are not achievable in many years.

Reclamation will coordinate with the other Federal, state, and tribal representatives in the TMT process and consider TMT recommendations in making final decisions on the operation of Reclamation projects. Operations may be modified on a case-by-case basis if recommended by the TMT.

VIII. MITIGATION FOR PREFERRED ALTERNATIVE

A major issue in selecting the PA was to provide for Snake River salmon recovery. Events such as ESA listings and corresponding Biological Opinions dramatically impacted FCRPS operations. Improving conditions for listed anadromous fish was a main (is the) objective of the selected SOS, however, in selection of the preferred alternative, Reclamation employed all practicable means to avoid environmental impacts from its implementation. However, under the preferred alternative, there will be some level of adverse environmental impact at Reclamation projects in the following areas:

Cultural Resources: Fluctuating water levels and associated shoreline erosion have the potential to adversely affect significant cultural resources at all Federal reservoirs in the FCRPS.

The National Historic Preservation Act (NHPA) requires Federal agencies to take into account adverse impacts and formulate plans to address them. The SOR agencies are currently finalizing a Programmatic Agreement with the Advisory Council on Historic Preservation (Council), the appropriate State Historic Preservation Officers, affected agencies, and affected Federally-recognized Tribes. The Programmatic Agreement will address the requirement of Section 106 of the NPA to consult with the Council

on the effects of the undertaking on historic properties. Government-to-government consultations with affected Tribes on the Programmatic Agreement and its implementation are ongoing.

Pursuant to the Programmatic Agreement, Reclamation will develop individual Historic Preservation Management Plans (HPMP) for each reservoir which will identify significant cultural resources, the approaches to resource protection, preservation and treatment, the framework for research designs for data recovery where data recovery is the preferred treatment, plans for site monitoring, plans for public education and interpretation of cultural materials, and plans for the long-term curation of recovered artifacts and information. The HPMP will also address issues required by other relevant legislation, including the Archeological Resources Protection Act and the Native American Graves Protection and Repatriation Act. The HPMPs will be developed with input from and through consultation with affected Tribes and other affected or interested parties.

Wildlife: At Grand Coulee, emergent, submerged and riparian areas around Lake Roosevelt could experience negative impacts from rapid withdrawal of water from those habitats. Direct effects from impacts to habitat could include increased vulnerability to predation, increased energy expenditure and potential for physiological stresses. Species likely to be impacted include great blue heron, colonial and bank-nesting birds, Canada geese, mallard, deer, beaver, and otter. Additional information is necessary to determine full impacts to wildlife at Lake Roosevelt. Mitigation measures will need to include surveys and inventories of existing wildlife populations and habitat suitability.

IX. CONTINUING ACTIONS

In addition to selection of the SOS PA in this ROD, Reclamation is involved in other actions which may impact or require modification to operations in the future.

Cultural Resources

As previously described, the three SOR agencies are currently finalizing a Programmatic Agreement with all interested and affected parties to address long-term protection and preservation

of significant cultural resources that are or may be adversely affected by FCRPS operations. Actions and activities called for in the final Programmatic Agreement will be carried out over a multiple-year period. The processes to implement the terms of the Programmatic Agreement at specific reservoirs or larger subareas of the project area will be defined in specific agreements with affected Tribes and other affected parties.

Regional Coordination

Organizations and coordination mechanisms referenced in the Biological Opinions which have been established to provide scientific information related to dam and reservoir operations and/or ecosystem management in the Columbia River Basin include the Salmon Recovery Implementation Team, the Independent Scientific Advisory Board, the Technical Management Team, and Memoranda of Agreement/Understanding signed by various Federal officials. Reclamation will continue to participate in these processes through appropriate coordination, consultation, or decision making.

Recovery Plan

The NMFS is preparing a Recovery Plan for endangered Snake River salmon stocks. Reclamation will cooperate with NMFS in development of the Recovery Plan. The NMFS Biological Opinion states that the Recovery Plan will be the best evidence of the amount of improvement required in each life stage and the measures likely to accomplish that improvement. Consistency with the Recovery Plan will be considered in jeopardy determinations. Reclamation recognizes that the system operation strategy described in this ROD may change as a result of the NMFS Recovery Plan for salmon.

X. APPROVED:

I hereby approve the PA as the selected operating strategy for the Bureau of Reclamation.

Issued in Boise, Idaho on February 7, 1997.

John W. Keys III

John W. Keys III
Regional Director, Pacific Northwest Region
Bureau of Reclamation

Hc the Strategies Would Affect River Uses

	SOS 1	SOS 2	SOS 4	SOS 5	SOS 6	SOS 9	PA
Anadadromous Fish	Moderate passage survival and adult escapement; slight differences from existing conditions	Survival rates in the middle range of all alternatives; with transport, juvenile survival is high	Survival about the same as SOS 2	Highest in-river survival for Snake River stocks; for other stocks, similar to existing conditions	In-river survival for Snake River stocks varies greatly depending on assumptions	Some of the highest and lowest in-river survival depending on SOS option and stock	In-river survival for Snake River stocks similar to SOS 2; in-river survival for other stocks in the mid to upper range
Resident Fish	Variable conditions among reservoirs and species; pool fluctuations and failure to refill impact productivity	Variable conditions among reservoirs and species; pool fluctuations and failure to refill impact productivity	Best SOS for resident fish; improved productivity at storage projects	Generally poor ; some reservoirs have improved conditions under SOS 5c	Impacts generally the same as SOS 5, but not as severe; conditions worse at Lower Granite and John Day	Some of the best and worst impacts of all SOSs; 9a is generally worse, 9b is good, 9c is mixed	Conditions better at Lake Roosevelt, Hungry Horse, Lower Granite, and John Day; worse at Dworshak, sturgeon improved
Wildlife	Resources largely unchanged from current conditions; continuation of downward trends	Long-term downward trends to resources; slight impacts at John Day due to lower reservoir levels	Moderate to significant increases in wildlife habitat at Lake Pend Oreille, Libby, Hungry Horse, and Grand Coulee	Severe reductions in wildlife habitat at lower Snake and John Day projects	Wildlife habitat impacts similar to SOS 5; 6d limits impacts to Lower Granite	Significant impacts to John Day under 9a and 9c; 9b similar to SOS 4 with no benefit at Libby and Hungry Horse	Impacts at John Day similar to SOS 5b; stable levels allow some restoration of habitat; some impacts at Grand Coulee
Power	Energy production and load shaping maximized; 0.6-1.1% rate decrease	Annual generation costs the lowest of all SOSs except SOS 1; up to 0.4% rate increase	Flows and generation needs mismatched; 1.3% rate increase	Eliminates system load shaping capability; reduces average annual energy generation; 2.5-2.8% rate increase	Generation effects similar to SOS 5; generation costs slightly more than SOS 2c; 0.3-0.9% rate increase	Hydropower generation reduced due to high spill and drawdowns; 2.5-4.0% rate increase	Increased water storage in fall and winter and increased spill mismatches flow and generation needs; 2.0% rate increase
Flood Control	Flooding risk unchanged from current conditions	Flooding risk unchanged from current conditions; expected annual average flood damage costs are $3.3 million	Increased risk at Bonners Ferry, the upper Columbia, and Clearwater reaches; average annual flood damage costs increase $0.4 million over SOS 2c	Flood risk in all areas similar to SOS 2	Flood risk in all areas similar to SOS 2	Highest flood risk primarily in upper Columbia; average annual flood damage ranges from $0.03 to $0.5 million more than SOS 2c	Upper Columbia flood damages increase $0.2 million over SOS 2c
Navigation	Normal conditions for shallow draft navigation and reduced costs for Dworshak log transport; net decrease $0.1 million compared to SOS 2c	Shorter Dworshak log transport operating season; total annual cost for navigation is $414.4 million	Longer Dworshak log transport operating season; net decrease $0.2 million compared to SOS 2c	No shallow draft navigation on the lower Snake River for 7 months or permanently; net increase $14 to $38 million compared to SOS 2c	No shallow draft navigation on the lower Snake River or Lower Granite for 6 months; net increase $2 to $12 million compared to SOS 2c	No shallow draft navigation on the lower Snake for 3 or 6 months; net increase up to $12 million compared to SOS 2c	Normal operations for navigation; shorter Dworshak log transport season; net increase $0.1 million compared to SOS 2c
Irrigation, Municipal and Industrial Water Supply	Minor increase in pumping costs at Grand Coulee of $9,000 over SOS 2c	All irrigation needs served	Minor decrease in pumping costs at Grand Coulee of $18,400 over SOS 2c	Drawdowns at John Day and Ice Harbor require pump modifications and increase pumping costs by about $3.3-4.5 million	Drawdowns at John Day and Ice Harbor require pump modifications and increase pumping costs by about $1.4-2.6 million	Similar impacts to SOS 6 at Ice Harbor and John Day; minor increase in pumping costs at Grand Coulee up to $34,900	Minor savings in pumping costs at Grand Coulee; $1.5 million increase at John Day, $4.3 million increase for M&I
Cultural Resources	Ongoing shoreline erosion and exposure at same rate as current conditions	Ongoing shoreline erosion and exposure at same rate as current conditions	High rates of shoreline erosion at storage projects; decrease in exposure due to high pools	Dramatic increase in exposure at lower Snake River projects; less shoreline erosion at these projects	Similar to SOS 5 but less dramatic	Increased shoreline erosion and exposure due to drawdown; increased bank sloughing due to flow augmentation	Little overall change from current conditions; site exposure increases at Dworshak and John Day
Recreation	Annual benefits could increase up to $7.9 million under SOS 1b	Annual average recreation benefit is $315 million	Annual benefits could increase $4.2 million	Annual benefits could decrease between $66 and $90 million	Annual benefits could decrease up to $40 million	Annual benefits could decrease $35 to $97 million depending on option	Annual benefits decrease by $26 million
Water Quality	Slight decrease in water temperature but increase in total dissolved gas in lower Snake River	Similar to SOS 1 but slight increase in water temperature; decrease in total dissolved gas	Similar to SOS 2 with slightly lower dissolved gas in lower Columbia	Maximum silt concentrations; nearly all excessive dissolved gas eliminated in lower Snake	Major sediment transport similar to SOS 5; dissolved gas and water temperature similar to SOS 2	Highest impacts due to water temperature and total dissolved gas supersaturation	Similar to SOS 2 except high total dissolved gas in the lower Columbia
Change In Total Annual System Costs*	-$42 to -$80 million	$29 million, but SOS 2c equals 0 (no action alt.)	$81 million	$266 to $336 million	$73 to $145 million	$233 to $400 million	$164 million

*Includes capital expenditures to modify existing dams

EXHIBIT A

U.S. ARMY CORPS OF ENGINEERS
NORTH PACIFIC DIVISION

RECORD OF DECISION

COLUMBIA RIVER SYSTEM OPERATION REVIEW
SELECTION OF A SYSTEM OPERATION STRATEGY

INTRODUCTION

This record documents the decision of the U.S. Army Corps of Engineers (Corps) to implement existing and modified plans related to reservoir regulation and project operation for Dworshak, Lower Granite, Little Goose, Lower Monumental, Ice Harbor, Libby, Albeni Falls, Chief Joseph, McNary, John Day, The Dalles and Bonneville projects. The Corps selects the System Operation Strategy (SOS) Preferred Alternative (PA) as described in the Columbia River System Operation Review (SOR) Final Environmental Impact Statement and as modified in this Record of Decision.

This record adopts, incorporates and reaffirms the Record Of Decision (ROD) on "Reservoir Regulation and Project Operation, 1995 and Future Years" signed by the North Pacific Division Engineer on March 10, 1995. That ROD documented the Corps' decision to implement measures in the Biological Opinion on "Reinitiation of Consultation 1994-1998 Operation of the Federal Columbia River Power System and Juvenile Fish Transportation Program in 1995 and Future Years" issued by the National Marine Fisheries Service (NMFS) on March 2, 1995, and the United States Fish and Wildlife Service (USFWS) Biological Opinion on four Snake River snails and the Kootenai River white sturgeon dated March 1, 1995. The Corps intends to take action in accordance with that ROD and those Biological Opinions, continuing coordination with NMFS and USFWS and consultation, as may be required, to meet the adaptive management approach to Federal Columbia River Power System (FCRPS) reservoir operations.

In addition to selecting this SOS, the Corps will also continue to investigate various system configurations and improvements identified in the NMFS and USFWS 1995 Biological Opinions and the Corps' 1995 ROD which may improve the survival of certain endangered species based on monitoring, evaluation and research

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on species survival. These studies and evaluations are separate actions being conducted per the Corps' 1995 ROD and are not included in the system operating strategies.

BACKGROUND

The Corps projects on the Snake and Columbia Rivers are multiple-purpose projects which were authorized for construction, operation and maintenance variously to serve flood control, power production, navigation, recreation, fish and wildlife, and municipal and industrial water supply. Over the course of years, since their construction and operation, various National Environmental Policy Act documents have been prepared for individual projects, including two environmental impact statements prepared in 1992 and 1993 which analyzed operation of federal projects, primarily to benefit salmon species listed under the Endangered Species Act.

The SOR was conducted jointly by the Corps, Bureau of Reclamation (Reclamation), and Bonneville Power Administration (Bonneville). SOR began in 1990 with a focus on all river and reservoir uses. However, the Endangered Species Act (ESA) began to influence the formulation of alternatives in November 1991, when the first of three Snake River salmon species were listed as threatened or endangered. In September, 1994, the USFWS listed the Kootenai River white sturgeon as endangered. The SOR began to focus on the role system operations could play in salmon and sturgeon recovery while meeting other project purposes.

In general, there were four actions intended from the SOR. They were to 1) develop and implement a coordinated system operating strategy for managing the multiple uses of the Federal Columbia River Power System, 2) provide interested parties with a continuing long-term role in system planning and operations through a Columbia River Regional Forum, 3) renegotiate and renew the Pacific Northwest Coordination Agreement (PNCA), and 4) renew current agreements or develop new Canadian Entitlement Allocation Agreements (CEAA). This ROD applies solely to the first of these four actions, selection of a system operation strategy (SOS). Separate RODs are being prepared for the PNCA and CEAA actions. These RODs will also rely upon the SOR FEIS documentation. No action is currently planned for the Regional Forum as other venues are currently in place, such as the Technical Management Team (TMT) the Implementation Team (IT), and the Northwest Power Planning Council's Fish and Wildlife Program amendment process.

SYSTEM OPERATION STRATEGY (SOS) PREFERRED ALTERNATIVE (PA)

The SOS PA in the SOR Final Environment Impact Statement (FEIS) represents the operation recommended by NMFS and USFWS in their Biological Opinions issued on March 2, 1995, and March 1, 1995, respectively. SOS PA is intended to support recovery of ESA-listed species by storing water during the fall and winter in an attempt to meet spring and summer fish flow objectives. The system would be operated to achieve a high confidence of refill to flood control elevations by April 15 of each year, and to use this water for fish flow augmentation. For listed salmon species, spring flow objectives are established at Lower Granite Dam on the Snake River and McNary Dam on the Columbia River based on runoff forecasts. For the summer, a similar sliding scale flow objective is set at Lower Granite and a fixed flow objective is set at McNary. Summer draft targets were identified at Hungry Horse, Libby, Grand Coulee and Dworshak projects in an attempt to meet the flow objectives for juvenile salmon migration. Libby is also operated to provide flows for the Kootenai River white sturgeon. Lower Snake River projects are operated near minimum operating pool (MOP) during spring and summer. John Day is to be operated at MOP year-round except for flood control. Specific spill percentages are established at run-of-river projects to achieve 80-percent Fish Passage Efficiency (FPE) limited by total dissolved gas levels. Juvenile salmon are transported at all Snake River collector projects in the spring and summer, and only in the summer at McNary Dam.

PUBLIC AND AGENCY INVOLVEMENT

The SOR agencies held numerous public meetings across the region at different points in the review to get people involved and listen to their views. The technical work groups that conducted the SOR analysis included members of other Federal and state agencies, Tribes, and public and interest group representatives.

In 1990 about 800 people attended scoping meetings the SOR team held around the region to explain what the SOR was and to gather comments on the scope of the study. In September 1992, nearly 500 people attended 14 mid-point meetings to learn about and comment on the strategies being considered. Over 500 people turned out to comment on the Draft EIS at public meetings held around the region in the fall of 1994.

Meetings were held in Boise, Lewiston, and Sandpoint, Idaho; Kalispell and Libby, Montana; Grand Coulee, Pasco, and Seattle,

Washington; and Portland, Oregon. The SOR agencies received 214 written comments on the Draft EIS. The Final EIS was released to the public on December 19, 1995, and several written comments were received.

The SOR team also put together a variety of publications to educate the public about how system operations along the Columbia River actually work. A newsletter was mailed to over 5,000 homes and businesses regularly over the six-year life of the SOR to inform people about new developments in the study and to present information on river management issues.

SECTION 7 CONSULTATION

Fourteen system operation strategies in the SOR Draft EIS were provided to NMFS and USFWS in the 1995 Supplemental Biological Assessment as part of the reinitiation of consultation on the 1994-1998 proposed operations. As a result of this consultation, NMFS and USFWS issued separate Biological Opinions which addressed the effects of the FCRPS operation upon listed species within their jurisdiction.

The USFWS in the March 1, 1995, Biological Opinion on the Kootenai River white sturgeon recommended a Reasonable and Prudent Alternative (RPA). The USFWS adopted the non-jeopardy Biological Opinion dated July 27, 1994, on the bald eagle, Lake Roosevelt population, and concurred that the action is not likely to adversely affect the endangered gray wolf, threatened grizzly bear, and the endangered peregrine falcon. The USFWS also issued a non-jeopardy Biological Opinion on Snake River snails.

NMFS in their March 2, 1995, Biological Opinion also recommended a RPA and concluded that the RPA does not jeopardize the continued existence of the spring/summer and fall Chinook, and does not reduce appreciably the likelihood of survival and recovery of the Snake River sockeye salmon.

The Corps continues to coordinate with NMFS and USFWS on operations. Under the adaptive management concept, operations are adjusted in-season as well as year-to-year as scientific information is collected and evaluated. Several regional forums have been established to facilitate making operational recommendations to the Corps.

A Technical Management Team (TMT) makes recommendations to the Corps and Reclamation on weekly management of river operations

related to flows, spill and transport. The Implementation Team (IT) coordinates activities of federal, state and tribal sovereigns for implementation of regional plans to restore anadromous fish and addresses weekly issues raised by the TMT. The Executive Committee oversees implementation activities and, if the IT can not resolve an issue, makes final recommendation to the Corps and Reclamation on operational changes. All forums consist of representation from Federal, state, tribal and regional agencies.

Through the TMT discussions, the Corps can make adjustments in project releases, spill and juvenile transportation for salmon. In addition, the Corps is continuing to coordinate with USFWS on operational guidelines for the Kootenai River white sturgeon through the TMT process. The status of continuing coordination efforts is discussed in the selected SOS paragraphs below. The Corps will continue to work with both NMFS and USFWS to evaluate operations recognizing the annual variation in precipitation, runoff, and biological requirements of all affected species, and make appropriate adjustments.

In July 1996, NMFS proposed several Snake River and Columbia River Basin steelhead stocks for listing as threatened and endangered. The Corps will coordinate with NMFS on the proposed listings. The Corps may modify the selected SOS after evaluating effects on the proposed steelhead stocks and considering the recommendations of the TMT.

RESPONSE TO COMMENTS ON THE SOR FINAL EIS

Seven letters commenting on the SOR Final EIS were received. In addition, the Corps has continued to coordinate with the regional entities, NMFS and USFWS on system operating strategies. In evaluating the comments and regional discussions, the Corps has identified the following new information or continuing unresolved issues: cultural resources, dissolved gas levels, water temperature control, baseline data and monitoring, Columbia River Treaty, and preferred reservoir operations.

Cultural Resources

Fluctuating water levels and associated shoreline erosion have the potential to adversely affect significant cultural resources at all Federal reservoirs in the FCRPS. The National Historic Preservation Act requires Federal agencies to take into account these adverse effects and to formulate treatments to address

them. The Confederated Tribes of the Colville Reservation expressed concern regarding fulfillment of agency commitments to formulate such treatments and to carry out cultural resource management activities in cooperation with the Tribes.

The Corps, Reclamation, and Bonneville, are currently in the process of cooperatively preparing and consummating a Programmatic Agreement with the President's Advisory Council on Historic Preservation, the involved State Historic Preservation Officers, other affected agencies, and Federally recognized Tribes in the Columbia River Basin.

Pursuant to the Programmatic Agreement, the Corps, along with other Federal agencies, will develop individual Historic Preservation Management Plans (HPMP) for each reservoir which will identify significant cultural resources, the approaches to resource protection, preservation and treatment, the framework for research designs for data recovery where data recovery is the preferred treatment, plans for site monitoring, plans for public education and interpretation of cultural materials, and plans for the long-term curation of recovered artifacts and information.

The HPMPs will be developed through consultation with affected Tribes and other interested parties, and will also address issues required by other relevant legislation, including enforcement of the Archeological Resources Protection Act, provisions of the Native American Graves Protection and Repatriation Act, and the American Indian Religious Freedom Act.

Dissolved Gas Levels

The Environmental Protection Agency (EPA) commented that a fish passage spill program, operated in accordance with the short-term modification/variance request by NMFS, benefits salmon recovery. However, EPA contends that any violation of the total dissolved gas (TDG) standard represents an increment of biological risk to salmonids and that a long-term solution to minimize elevated TDG levels from spill operations is warranted. EPA further stated that if consideration is given to a change in the TDG standard for the Columbia and Snake Rivers, it would constitute a site specific standard which is a formal change to state water quality standards. Such a decision to adopt a site specific standard would need to be developed based on a scientifically credible and defensible basis, and submitted to EPA for approval after public participation and formal adoption by the state or tribe.

The Corps is closely monitoring dissolved gas levels above and below each of its mainstream Columbia and Snake Rivers projects on a real-time basis. Starting in 1996, each of the Corps districts is responsible for collecting that information at their respective projects, thus allowing a quicker response time for maintenance and repair purposes. Quality control measures have been developed and implemented to ensure timeliness, consistency and reliability of the monitoring. Based on real-time field data, change to spill and other reservoir operations can be made quickly to prevent and/or correct excessively high dissolved gas conditions.

The Corps is also concerned about dissolved gas levels due to the fish passage spill program as well as involuntary spill due to high flows or limited powerhouse capacity. The Corps is conducting a Dissolved Gas Abatement Study, for which Phase I has been completed, to address long-term measures to reduce gas levels and their effects on salmon. The Corps has also recognized the need to include a Dissolved Gas Management Appendix to the Annual Water Management Plan. In the near-term, the Corps will provide fish passage spill subject to the following conditions: 1) spill requests which would exceed state water quality standards will be coordinated with the appropriate state agencies, 2) a comprehensive monitoring and evaluation program is operational, and 3) spill at the lower Snake and Columbia River projects would not exceed criteria identified in NMFS Biological Opinion. The Corps agrees with EPA that a long-term solution that minimizes elevated TDG levels is appropriate. To that end, the Corps will continue to coordinate with EPA, NMFS, states, and tribes as appropriate.

Water Temperature

According to EPA, water temperature standards are being violated, and elevated water temperatures are considered to be a primary limiting factor for fisheries restoration. EPA commented on three issues related to water temperature. First, cold water releases from Dworshak and other deep reservoirs should be considered. Second, passage of juveniles through the warm water forebays as quickly as possible is needed, Third, cooler water needs to be provided for fish ladders.

Water temperatures and the effects of cool water releases from Dworshak and other projects were addressed in the SOR FEIS. NMFS has considered the temperature effects of the preferred alternative in its Biological Opinion. NMFS prioritized releases

of water for juveniles in the summer over releases in late summer for adults. NMFS also stated that when possible, release of cool water in August and September should be considered. The Corps, based on its familiarity and understanding of the Biological Opinion and the currently-available scientific uncertainty, has decided that water releases should be prioritized for juveniles and will consider releasing water from Dworshak based on the recommendations of the TMT.

Reducing the delay of juveniles in the forebay is one potential benefit of surface bypass collection technology. The Corps is evaluating this technology as identified in the NMFS Biological Opinion and the Corps' March 10, 1995, ROD on "Reservoir Regulation and Project Operation, 1995 and Future Years".

NMFS also requested the Corps to investigate water temperature control in adult ladders as specified in its Biological Opinion. The Corps is investigating water temperature control by collecting additional ladder water temperature data and evaluating various engineering corrective actions. The Corps will coordinate with EPA on their concerns on water temperatures as appropriate.

Baseline Data and Monitoring

EPA indicated the need for collection of baseline data to assess water quality, sediment and biological effects of proposed operational measures and in particular, drawdown actions.

The Corps currently monitors dissolved gas, water temperature, and turbidity at all of its mainstream Columbia and Snake River projects. Regarding the effects of drawdown actions, the Corps has initiated a Lower Snake River Juvenile Salmon Migration Feasibility Study and NEPA documentation on drawdown alternatives of the lower Snake River projects to spillway crest and natural river levels. Included in that study will be data collection and assessment of water quality, sediment and biological effects of drawdowns.

Columbia River Treaty

Prior to signing the 10 March 1995 ROD, the Chair of the Canadian Entity, by letters, and the Canadian Government, by diplomatic note, expressed concerns to the U.S. Entity and the U.S. Government respectively on the operation of Libby Dam to provide for sturgeon spawning in the Kootenai River below Libby. Since

that time, the Canadian Government has sent additional diplomatic notes to the U.S. Government on the operation of Libby for sturgeon again expressing their concern over the effects of the operation on downstream power generation in Canada and their belief the operation of Libby for Kootenai River White Sturgeon under the ESA is inconsistent with the Columbia River Treaty. At the present time, the matter is under consideration by the U.S. Department of State.

PREFERRED SYSTEM OPERATING STRATEGIES

During the completion and subsequent to the distribution of the SOR Final EIS, a variety of SOS have been proposed by different entities. These various strategies have been discussed in regional forums such as the TMT and Implementation Team meetings. The Corps will continue to coordinate with NMFS, USFWS, NPPC, states, Tribes and other interested parties on a preferred SOS. The Corps will utilize information developed in the SOR as well as new technical information being collected in making a decision on revising, modifying, or changing the SOS. Three specific operations which differ from SOS PA are discussed below.

Sturgeon

The USFWS, in an April 19, 1996 letter, identified operational guidelines for sturgeon below Libby Dam for 1996. It was indicated that these operational guidelines could also be used for future years. In July 1996, the USFWS released a draft Recovery Plan for public review and comment. The draft Recovery Plan proposed flow objectives based on annual runoff conditions.

The Corps will continue to coordinate with USFWS as additional biological information is obtained and may adjust selected SOS operation of Libby for sturgeon as discussed below.

Albeni Falls

The NPPC's Fish and Wildlife Program requests that the Corps operate Lake Pend Oreille at higher winter elevations for a three-year test of effects on shoreline spawning of kokanee. In a letter dated December 7, 1995, to NPPC, the Corps indicated its intent to implement the test starting in the winter of 1996 and identified several requirements which needed to be addressed prior to the test. The Corps is continuing to work with NPPC and other interested parties to conduct the three-year test.

John Day

The SOS PA included operation of John Day at minimum operating pool. As specified in the NMFS Biological Opinion, operation of John Day at MOP would occur after appropriate mitigation measures are assured. The Corps, in its March 10, 1995 ROD on "Reservoir Regulation and Project Operation, 1995 and Future Years", stated John Day would be operated near the lowest elevation possible that does not significantly impact irrigation until appropriate mitigation was identified and assured. Without additional authority, the Corps can not completely mitigate for impacts that may be caused by operation at MOP. The 1995 ROD further states that the Corps would continue to work with NMFS and the region to complete the necessary steps, including determination of appropriate mitigation, NEPA documentation, and Congressional authorization and appropriation, to implement this particular RPA measure.

The Corps, in receiving its Fiscal Year 1996 appropriation in November 1995 for work on the Columbia River Fish Mitigation Project, was instructed by a Committee of Congress to defer further work on drawdown at John Day pending providing the committee with scientific justification for this measure. The Corps in a letter dated November 28, 1995, to NMFS requested that NMFS assume the lead role in developing the scientific justification. NMFS responded in a letter dated March 5, 1996, that it is reviewing the benefits of this measure and would provide the information by spring 1996. The Corps has received this scientific information from NMFS and has provided it to Corps Headquarters for transmittal to Congress. Until new instructions are received from Congress, the Corps will continue to operate John Day near elevation 262.5 feet and work with NMFS, NPPC and other regional interests on potential modification of the operation of John Day.

SELECTED SYSTEM OPERATION STRATEGY

This selected system operation strategy (SOS) supports recovery of ESA-listed species as outlined in the NMFS and USFWS Biological Opinions, specifically the Reasonable and Prudent Alternative and the Incidental Take Statement contained in these documents. Further, it is consistent with the Juvenile Fish Transportation Program contained in a Section 10 permit issued to the Corps for that activity by NMFS.

The selected SOS adopts the adaptive management approach of the

RPAs. Under this approach, operations may be modified in-season and/or year-to-year based upon new scientific information or to support studies for long-term configuration changes. A Technical Management Team will make in-season recommendations to the Corps based on runoff conditions, fish migration and other factors. There are also various regional forums, such as the Implementation Team, where system operations are proposed and discussed. The Corps will continue to coordinate with NMFS, USFWS, the Northwest Power Planning Council (NPPC), states, and Tribes on newly proposed reservoir operations. In coordination with these groups, the Corps may need to change operations for flood control, emergencies, approved research, or other project uses. The Corps relies upon existing authority and information in the SOR FEIS to evaluate such new operations, and to adjust the SOS in coordination with NMFS and USFWS. The Corps supports the decisions made by Bonneville and Reclamation on their actions as a result of the coordinated consultations and evaluations accomplished during the SOR process. The Corps will continue to operate the FCRPS projects for multiple-uses including flood control, navigation, recreation, fish and wildlife, hydropower production, municipal and industrial water supply, irrigation, and to meet other project uses.

Flow Objectives

The Corps will operate Dworshak and Libby Reservoirs in an attempt to meet flow objectives identified for Snake River salmon stocks and the Kootenai River white sturgeon.

For Snake River salmon, the seasonal average flow objectives range from 85 to 100 kcfs from April 10 to June 20 and 50 to 55 kcfs from June 21 to August 31 in the lower Snake River measured at Lower Granite, and 220 to 260 kcfs from April 20 to June 30 and 200 kcfs from July 1 to August 31 in the lower Columbia River measured at McNary. The flow objective in any year would be determined using a sliding scale based on forecasted runoff as specified in the Biological Opinion.

As specified in the Biological Opinion for the Kootenai River white sturgeon, the flow objectives are to increase flows at Bonners Ferry beginning April 15 to achieve 15 kcfs on May 1, maintain 15 kcfs from May 1 to the date of initial sturgeon spawning or June 1, then to release the maximum discharge possible using full powerhouse capacity and spilling to the maximum possible without exceeding TDG standards for up to 42 days to achieve a 35 kcfs flow objective at Bonners Ferry, and

then to reduce releases to achieve 11 kcfs at Bonners Ferry for 21 days. In a letter dated April 19, 1996, USFWS identified operational guidelines for Kootenai River white sturgeon in 1996 that are different from the March 1, 1995, Biological Opinion based upon monitoring and study results to date. The Corps' operation of Libby in 1996 was primarily for flood control due to expected high runoff conditions and considered in-season adjustments to attempt to meet the proposed operational guidelines. In the July 1996 draft Recovery Plan for sturgeon, a tiered approach for those flows based on annual runoff is proposed. This approach would call for no flow augmentation in low water years and increasing flow objectives in medium and higher water years. The Corps will continue to participate with USFWS and NMFS in evaluating USFWS proposed operational guidelines for sturgeon in 1997 and future years, as well as for other affected species. The Corps may adopt different operations for storage based upon these discussions and the final Recovery Plan.

The Corps recognizes the scientific debate concerning these opinions and the various regional views. Based on continued coordination with NMFS, USFWS, NPPC, states and Tribes, the Corps may adopt changes in the above flow objectives.

Spill

The Corps is prepared to provide spill at Dworshak in an attempt to meet downstream flow objectives, and spill to achieve 80 percent fish passage efficiency (FPE) at Lower Granite, Little Goose, Lower Monumental, Ice Harbor, McNary, John Day, The Dalles and Bonneville, subject to the following conditions: 1) spill requests which would exceed state water quality standards will be coordinated with the appropriate state agencies, 2) a comprehensive physical and biological monitoring and evaluation program is operational, and 3) spill at the lower Snake and Columbia River projects would not exceed criteria identified in NMFS Biological Opinion. While it is the Corps' spill management goal to minimize operations that cause high levels of TDG, it is difficult to manage to an exact level with all of the variables in the system. The Corps will monitor the TDG levels and may make spill volume adjustments in an effort to provide more favorable passage conditions for the listed juvenile and adult Snake River salmon species. These adjustments may occur if evidence of gas bubble disease is observed in fish, or if excessive dissolved gas levels occur. Spill may also need to be temporarily adjusted to support approved research or emergencies.

Flood Control Transfer

The Corps will temporarily shift Dworshak system flood control requirements starting with the initial April-to-July forecast prepared on 1 January, if the April forecast predicts runoff at Dworshak of 3.0 MAF or less and if space is available at Grand Coulee. If necessary, the flood control space will be returned to Dworshak by 30 April. The Corps will temporarily transfer system flood control requirements for Brownlee to Grand Coulee, subject to the availability of space at Grand Coulee.

Smolt Transport

The Corps will transport smolts in accordance with NMFS Section 10 Permit #895, or in accordance with an amended permit which would be expected to be consistent with the RPA.

Project Operations

The Corps' in-season decisions on shaping (timing and amount) of releases for both salmon and sturgeon, spill and transport will be based on recommendations of the TMT, which will monitor and evaluate the shaping of available water based on real time flow and biological information throughout the fish passage season. In coordination with NMFS and USFWS, the Corps may operate differently for approved research, flood control, emergency power needs, or multiple-purpose operations for other project uses. Unless the Corps determines that additional water from Dworshak and/or Libby Reservoirs should be released in an attempt to meet flow objectives, the Corps will operate as discussed below.

Dworshak Operation

The Corps plans to maintain 1.5 kcfs minimum discharge at Dworshak from September through April to enhance the probability of being on the flood control rule curve by April, unless higher discharges are required to stay on the flood control rule curve or for short-term power requirements. The Corps plans to operate Dworshak Reservoir to be no higher than a 1,558-foot maximum elevation on December 15 (winter flood control draft maximum elevation). Dworshak may be drafted as low as elevation 1520 by August 31 to meet salmon flow objectives.

Libby Operation

The Corps plans to operate Libby Dam during fall and winter in an attempt to meet a 75 percent level of confidence of being at the flood control requirement on April 15, while meeting the project and system minimum flow and flood control requirements. The Corps will operate Libby Dam in an attempt to meet the sturgeon flow requirements consistent with existing treaties and laws, and will reduce releases if monitoring identifies potential adverse effects of flooding and/or bank erosion, or if requested to reduce releases by USFWS. If the operation for sturgeon results in Lake Koocanusa being above elevation 2439 on August 31, the Corps may, if necessary, lower Libby Reservoir to elevation 2439 by August 31 to meet salmon flow objectives without spilling at Libby.

Albeni Falls Operation

The Corps will operate Albeni Falls during fall and winter in an attempt to meet a 90 percent level of confidence of being at the April 15 flood control elevation while meeting the project and system minimum flow and flood control requirements. Beginning in the fall of 1996, the Corps intends to operate Albeni Falls above elevation 2055 during the winter for a three year test to evaluate potential reservoir level improvements for kokanee spawning and production. Summer operation would be within the normal summer operating range.

Chief Joseph Operations

Reservoir operation during the winter months, October 21 through February 14, is from elevation 956 feet to 930 feet. During goose nesting season, February 15 through May 15, the reservoir lower limit is elevation 950 feet. During the summer months, May 16 through October 20, the reservoir will be operated between elevations 950 and 956 feet.

Lower Snake River Projects

The Corps plans to operate Lower Granite, Little Goose, Lower Monumental and Ice Harbor within a one-foot range above MOP from April 10 until adult fall Chinook salmon begin entering the lower Snake River as determined by the TMT. Lower Granite would be filled after November 15 and all four lower Snake projects would be operated within their normal operating range for the remainder of the water year.

Lower Columbia River Projects

The Corps will operate Bonneville, The Dalles and McNary Reservoirs in their normal operating range. The Corps plans to operate John Day within a one-and-a-half foot range above elevation 262.5, which should not significantly impact irrigation, from April 20 to September 30 each year. Operation near elevation 262.5 feet at John Day will be maintained as long as possible without adversely affecting irrigators. The pool will be raised if irrigation pumping problems occur, except when flood control or other operations require. During fall and winter, the Corps will operate all four lower Columbia River projects within their normal operating range.

TECHNICAL MANAGEMENT TEAM

The Corps will coordinate with the other Federal, state, and tribal representatives in the TMT process and consider TMT recommendations in making final decisions on the operation of Corps projects. Operations described in this ROD may be modified on a case-by-case basis if recommended by the TMT.

ENVIRONMENTAL REQUIREMENTS

The selected SOS, as documented in this ROD and implemented by the Corps, will be in compliance with requirements related to water, air, and land resources; ESA; and fish and wildlife. Since improving conditions for anadromous fish is the objective of the selected SOS, no formal mitigation measures are proposed. The Corps will continue its monitoring and evaluation programs and studies as outlined in the RPA and the incidental take statement in the Biological Opinions so that a decision on a long-term strategy can be made. The Corps will continue to coordinate and consult, as appropriate, with NMFS and USFWS.

The Corps will also continue to meet its responsibilities under the Pacific Northwest Electric Power Planning and Conservation Act through its consideration of the Northwest Power Planning Council's (NPPC) Fish and Wildlife Program. Where the requirements of the Biological Opinion and the NPPC Program are not consistent, the Corps will continue its dialogue with the NPPC.

CONTINUING ACTIONS

In addition to selection of the SOS in this ROD, there are several actions requested in the Biological Opinions which are continuing in the region and may require the Corps to modify its operations in the future.

System Configuration Studies

The Corps is continuing work on system configuration studies and other system improvements identified in the NMFS and USFWS Biological Opinions. System configuration studies are evaluating structural modifications that could be made to Federal projects on the lower Snake and Columbia Rivers to improve juvenile salmon migration. An EIS examining various drawdown scenarios and surface bypass technology for the four lower Snake river projects is being prepared and is scheduled to be completed in 1999. The Corps is also undertaking several immediate and intermediate actions to improve juvenile and adult survival in the near term. As appropriate, the SOS may need to be modified to permit collection of information on long-term strategies or to support implementation of immediate and intermediate actions. In a letter dated April 24, 1996, the Corps agreed with NMFS on a Framework for Implementing and Modifying Actions in the 1995 FCRPS Biological Opinion. With regard to SOS, this framework provides a mechanism to evaluate changes in operation to support the testing, construction or installation of various short-term system improvements and evaluation of long-term alternatives being considered under the System Configuration Study as recommended in the NMFS Biological Opinion.

System Flood Control

In response to elements of the NPPC Fish and Wildlife Program and the NMFS Biological Opinion, the Corps is conducting a review of system flood control operations to determine if flood control criteria can be relaxed to permit further releases of stored water for endangered salmon and sturgeon in the spring and summer migration periods without unduly increasing risk of flooding in the basin. The review will examine impacts from potential revised target flood flows at the Dalles, Oregon. Flood control effects of implementation of sturgeon flow objectives of integrated rule curves at Libby Reservoir are also being evaluated as requested in the USFWS Biological Opinion. Preliminary flood control evaluations are continuing and a report is being prepared.

Cultural Resources

As previously described, the Corps, in cooperation with Reclamation and Bonneville, is currently in the process of preparing a Programmatic Agreement with all interested and affected parties to address long-term protection and preservation of significant cultural resources that are or may be adversely affected by FCRPS operations. Once the Programmatic Agreement is consummated, plans for actions and activities will be carried out over a multiple-year period.

REGIONAL COORDINATION

The Corps notes the various organizations and coordination mechanisms referenced in the Biological Opinions which are established to provide scientific information related to dam and reservoir operations and/or ecosystem management in the Columbia River Basin. Examples include the Salmon Recovery Implementation Team, the Independent Scientific Advisory Board, the Technical Management Team, and Memoranda of Agreement/Understanding signed by various Federal officials. The Corps will continue to participate in these processes through appropriate coordination, consultation, or decision making.

RECOVERY PLANS

The NMFS and USFWS are preparing Recovery Plans for the endangered Snake River salmon stocks and the endangered Kootenai River white sturgeon, respectively. The Corps will cooperate with each agency in the development of Recovery Plans.

The NMFS Biological Opinion states that the Recovery Plan will be the best evidence of the amount of improvement required in each life stage and the measures likely to accomplish that improvement. Consistency with the Recovery Plan will be considered in jeopardy determinations. The USFWS states that the 1996-1998 RPA for sturgeon may change pending the completion of its Recovery Plan for sturgeon. A draft recovery plan for sturgeon, dated July 1996, has been prepared by the USFWS and has been released for public review and comment. The Corps has provided comments on the draft recovery plan to the USFWS and will comply with the final plan to the extent possible.

The Corps recognizes that the system operation strategy described in this Record of Decision may change as a result of the NMFS

Recovery Plan for salmon and the USFWS Recovery Plan for sturgeon.

STATEMENT OF DECISION

I have taken into consideration the environmental consequences, the economic costs, and the biological data supporting this action. The selection of the system operation strategy which is consistent with the reasonable and prudent alternative and incidental take statement in the Biological Opinions prepared by NMFS and USFWS will meet Corps responsibilities under the ESA to avoid jeopardy to the Snake River sockeye salmon, the Snake River spring/summer Chinook and fall Chinook salmon, four Snake river snail species, and Kootenai River white sturgeon and will not further adversely affect their critical habitat. Further, it will not reduce appreciably the likelihood of the survival of the Snake River sockeye salmon and will not adversely affect bald eagles, peregrine falcons, grizzly bears, Snake River snails, or gray wolves. The reasonable and prudent alternative recognizes the need to balance the multiple uses of the projects, and it improves in-river conditions for the benefit of the listed Snake River salmon and the Kootenai River white sturgeon while recognizing and minimizing adverse effects on the environment. The selected system operation strategy is identified by NMFS and USFWS as the preferred plan to support recovery of endangered species. This decision is consistent with federal statutes and international treaties relevant to operation of the FCRPS.

I have also taken into account the Northwest Treaty Tribes' fishing rights, the United States trust responsibility to Indian Tribes and its responsibility to act in a manner consistent with this trust responsibility. Actions which the Corps will implement are designed to lead to increased survival and recovery of the listed salmon species with consequent beneficial results to the Treaty Tribes' fishery and benefits to the Northwest Region as a whole. Although there is scientific disagreement, the conclusions in the NMFS and USFWS Biological Opinions take into account the differing scientific opinions and interpretations of available information. The Corps' review of the Biological Opinions and the scientific information available at the time of those opinions, the continuing research and data being developed in accordance with those opinions and the scientific judgment exercised in formulating the opinions, is consistent with its trust responsibilities. In addition, NMFS and USFWS considered the differing scientific (biological) information and applied their expertise to address the effects on other species of

interest to Northwest Tribes.

I hereby approve SOSPA as the selected operating strategy for the Corps of Engineers.

Issued in Portland, Oregon on 20 February 1997.

Robert H. Griffin
Brigadier General, U.S. Army
Division Engineer

DEPARTMENT OF ENERGY

Bonneville Power Administration

Columbia River System Operation Review on Selecting an Operating Strategy for the Federal Columbia River Power System (FCRPS)

AGENCY: Bonneville Power Administration (BPA), Department of Energy (DOE)

ACTION: Record of Decision (ROD)

SUMMARY: The Columbia River System Operation Review (SOR) Environmental Impact Statement (EIS) assessed operations at the 14 Federal dams and reservoirs on the Columbia and lower Snake Rivers that have a major influence on the multiple purpose system operation, and for which power production is coordinated under the Pacific Northwest Coordination Agreement. Lead agencies for this six-year process were the U.S. Army Corps of Engineers (Corps), the U.S. Bureau of Reclamation (Reclamation), and the Bonneville Power Administration (BPA).

With a growing Pacific Northwest population and limited opportunities for further development on the Columbia River, pressure on river resources and access to them has intensified in recent years. The Federal agencies responsible for river management have tried to accommodate the many demands placed on the river, but conflicts have arisen. In 1990, the agencies recognized the need for a review of the multiple purpose management of the Federal Columbia River Power System.

To meet this need, four proposed actions were considered through the SOR: 1) to develop and implement a coordinated system operating strategy (SOS) for managing the multiple uses of the Federal Columbia River system into the 21st century; 2) to provide interested parties with a continuing long-term role in system planning and operations through a Columbia River Regional Forum; 3) to renegotiate and renew the Pacific Northwest Coordination Agreement (PNCA); and 4) to renew current agreements or develop new Canadian Entitlement Allocation Agreements (CEAA). This Record of Decision (ROD) applies solely to the decision BPA is making on the first of these four actions, selection of a system operating strategy.

Seventeen purposes for SOR were identified in the Final EIS. They ranged from resource protection to maintaining the social and economic health of the region. Institutional and legal considerations were also included. These purposes were used to assess and ultimately select an overall strategy for operating the FCRPS from among the wide variety of possible alternatives considered. The alternative that is being chosen, the selected strategy, is a combination of specific operating requirements for particular reservoirs and a few system-wide criteria designed to accommodate several

river areas. While it is not possible to maximize the benefit in all resource areas due to the competing nature of the many resources, the selected strategy achieves a reasonable combination of operating requirements which emphasize natural resources, such as fish and wildlife, yet preserves much of the benefits obtained as a result of system development. The potential effects on each river resource for all of the alternatives considered are presented in the Final EIS. The Main Report summarizes all of these potential effects. The appendices to the Final EIS provide more detailed analysis for each specific resource area.

The joint involvement in SOR by agencies sharing Columbia River management responsibilities was an important feature of the SOR. Historically, these agencies operated with a certain amount of independence. Growth and the imposition of more exacting environmental oversight made closer coordination imperative. Accordingly major commitments of staff and funding for the SOR were made by the Corps, BPA and Reclamation. They joined as equal partners to conduct this review. Each of the lead agencies has prepared a ROD on the System Operating Strategy to address the agency's individual role in system operation. This ROD is issued by BPA.

THE LEAD AGENCIES: U.S. Department of the Army, Corps of Engineers: The Corps operates and maintains 12 of the 14 projects under study in the SOR. These projects control the lower Snake and Columbia Rivers and provide storage in the upper reaches of both rivers. The Corps has a major role in coordinating multiple uses of the system. It is responsible for managing flood control storage at all major reservoirs in the Columbia River Basin; maintaining navigation locks and channels to accommodate river transportation; and operating fish passage, power plant and recreation facilities.

U.S. Department of the Interior, Bureau of Reclamation: Reclamation operates Grand Coulee and Hungry Horse Dams, two of the storage projects included in the SOR. Because of its size and location, Grand Coulee Dam plays a prominent role in the coordinated operation of the Columbia River system. Storage at Hungry Horse is also valuable because of its headwaters location; water released from Hungry Horse passes through many downstream projects and produces additional energy.

U.S. Department of Energy, Bonneville Power Administration: BPA markets and distributes power generated by the Corps and Reclamation at Federal dams on the Columbia River and its tributaries. The agency sells power from the dams and other generating plants to public and private utilities and large industries, and it builds and operates transmission lines that deliver the electricity. To achieve effective power marketing, the Corps and Reclamation coordinate project operations with BPA. BPA supports system operation by compiling information on weather and predicted streamflows, by modeling future short-term operations, and by optimizing power production.

The Corps and Reclamation develop operating requirements for their projects. These are the limits within which a reservoir or dam must be operated. Some requirements were established by Congress when the projects were authorized; other requirements

have evolved as operations over the years have progressed. Within the operating limits developed by the Corps and Reclamation, BPA schedules and dispatches power. This process requires continuous communication and coordination among the three agencies.

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DECISION:

BPA in conjunction with the Corps and Reclamation has selected a System Operating Strategy (SOS) for the FCRPS. The strategy is intended to meet the underlying need for the SOR and its purposes as originally identified at the beginning of the study. In particular, the strategy 1) supports recovery of ESA-listed fish species by storing water during the fall and winter to meet spring and summer flow targets; 2) protects other resources by managing detrimental effects caused by operations for ESA species by establishing minimum summer reservoir levels, providing public safety through flood protection, and other actions; and 3) provides for reasonable power generation. This strategy was identified as the "SOS Preferred Alternative" in the SOR Final EIS with two exceptions noted below. The lead agencies have also committed to develop and implement, in full cooperation with affected Tribes and agencies, agreements, plans, and actions for management of the impacts of system operations on cultural resources.

The specific operating requirements to meet the selected strategy stem from the "reasonable and prudent alternatives (RPAs)", in the March 2, 1995 Biological Opinion (BO), prepared by the National Marine Fisheries Service (NMFS) and the March 1, 1995 Biological Opinion (BO), prepared by the U.S. Fish and Wildlife Service (USFWS). On March 10, 1995, BPA issued a Record of Decision regarding the biological opinions for operation of FCRPS during 1995 and beyond. The operating requirements adopted from the RPAs and incorporated in the agencies' selected strategy are summarized below.

The Federal agencies will operate the FCRPS to:

1. Manage reservoir operations during the fall and winter to provide specified percentages of confidence of refill to flood control levels in April each year.

2. Provide additional flow augmentation in the Columbia and Snake Rivers and manage these flows during the fish migration season to optimize anadromous fish survival.

3. Release the stored flow augmentation water during the migration season in a manner that strives toward specified flow targets measured at Lower Granite and McNary projects.

4. Manage spill levels at mainstem projects to attain 80 percent fish passage efficiency up to specified total dissolved gas supersaturation percentages, and provide the amount of spill based on actual flow.

5. Transport all juvenile anadromous fish collected at the lower Snake River collector projects during the spring unless established criteria in the Corps' Juvenile Fish Transportation Plan cannot be met or as otherwise directed through regional real-time management processes. During the summer, transport all juvenile anadromous fish collected at the lower Snake River collector and McNary projects unless established criteria cannot be met or as directed.

6. Operate lower Snake River reservoirs within one foot of minimum operating pool (MOP) during the fish migration period.

7. Operate John Day Reservoir within one and one-half foot of minimum irrigation pool (MIP) from April 20 to September 30 each year.

8. Operate turbines within one percent of peak efficiency during the juvenile and adult fish migration seasons which are defined as March 15 through October 31 in the Columbia River and March 15 through November 30 in the Snake River.

9. Manage reservoirs elevations at storage projects to maximum summer draft limits to minimize detrimental effects on resident fish, wildlife and recreational facilities.

10. Protect against flooding by satisfying flood control requirements at all projects.

11. Operate Libby Reservoir consistent with the recommendations of the USFWS BO for Kootenai White Sturgeon.

12. Operate Lake Pend Oreille during the winter at higher levels for a three-year test period in an attempt to improve resident fish spawning and production.

The BOs issued by NMFS and USFWS also contained a number of reasonable and prudent alternatives that direct the agencies to complete a variety of research, development and demonstration projects. These activities may result in future modifications to the physical system and will complement this operational decision or help provide mitigation for the effects of this decision. Decisions on such physical modifications are separate from the operating decision being made here and will be addressed by the Corps in separate processes such as the Lower Snake River Feasibility Study.

Exceptions: The requirements that define the selected strategy outlined above reflect the SOS Preferred Alternative considered in the SOR Final EIS with two exceptions: 1) in the SOS Preferred Alternative, John Day Reservoir was assumed to operate at minimum operating pool levels year-round with a wider operating range, instead of operating at MIP and 2) Albeni Falls was not held to higher winter elevations for resident fish. The impacts of such modifications were however analyzed in the SOR Final EIS. Several alternatives in the EIS had John Day Reservoir operating at levels other than MOP. Likewise, higher winter elevations at Albeni Falls were analyzed in an alternative that was designed to maximize benefits for resident fish, wildlife and recreation (SOS 4c).

BACKGROUND:

A detailed history of the Federal hydroelectric system in the Columbia River Basin is provided in Chapters 2 and 3 of the Final EIS. The 14 Federal dams and reservoirs and their geographical and social setting are described. The electrical transmission system and the range of resources and activities associated with the river are explored.

The need for the project was to review the multiple purpose management of the Federal Columbia River system. To meet that need, the agencies attempted to determine how to balance or mix the often conflicting and competing needs of river users and

resources while safeguarding the environment. Initially, each of the river resources and activities were given equal weight in the SOR. This approach was altered on December 20, 1991, when the Snake River sockeye salmon was listed as an endangered species under the Endangered Species Act (ESA). On May 22, 1992 the spring, summer and fall runs of chinook salmon in the Snake River were listed as threatened. In a separate action, the USFWS listed Kootenai River white sturgeon on September 6, 1994.

These developments resulted in a process with two subparts. One was the assessment of the entire system by the operating agencies - the SOR; the other consisted of consultation on certain listed species, as required by ESA.

In March of 1995, each of the three Federal operating agencies issued individual Records of Decision implementing the NMFS and USFWS BOs for 1995-1998 river operations. This decision reaffirms the ROD issued in March 1995 and is made upon full consideration of the entire SOR EIS record.

TRIBAL AND PUBLIC PARTICIPATION:

The SOR began in 1990 and was designed to provide specific information on river operations, to examine the effects on all river resources of various operating scenarios and to elicit active participation from interested organizations, governments and citizens of the Pacific Northwest. The effort began with an extensive outreach program to solicit the views of all citizens with an interest in river operations (see *Scoping Document*, 1991).

Fourteen technical work groups were created to study the full range of resources and activities associated with Columbia River operations. Approximately 200 Federal and State agency specialists and representatives of industry, citizen and environmental groups participated during some portion of the review, many for the entire duration. Leaders and technical staff of 13 Indian Tribes were involved. Representatives of Tribal governments met with agency managers and provided written comment to make known their concerns about the SOR process and the impacts of dam operations. Tribal resource specialists from several Tribes attended meetings of some of the technical Work Groups.

Three series of public meetings were conducted during the analysis. These meetings accompanied review periods that afforded all parties an opportunity to review the analysis as it was developed and to offer comments. A complete history of the public involvement effort is contained in Chapter 9 of the Final EIS.

Alternatives Considered

More than 90 approaches to river system operations were initially considered. Many were proposed by citizens and organizations, others were suggested by SOR work groups and the project managers. Computer models simulated implementation of all 90 alternatives so that the environmental and social effects and impacts on power generation, natural and cultural resources, and all other river activities could be assessed and compared (see *Screening Analysis, Volumes 1 and 2*, BPA et. al., 1992).

As a result of this initial screening process by SOR work groups and public review of the results, many of the 90 alternatives were redesigned, combined or deemed not practical. Seven System Operation Strategies (SOS) were then analyzed in detail. Various options within these seven strategies were included, so that a total of 21 alternatives were considered for the Draft EIS.

The Draft EIS alternatives were further modified following broad public review of the draft analysis and based on the comments received from Tribes, State and Federal agencies, industry, environmental organizations, and individuals (see Appendix T, Final EIS). Six of the 21 alternatives in the Draft EIS were carried into the analysis for the Final EIS without modification (SOSs 1a, 1b, 2c, 5b, 6b, and 6d). Four alternatives in the Draft EIS were modified following public comment and reconsidered in the Final EIS (SOSs 4c, 9a, 9b, and 9c). Three new alternatives were identified and evaluated in the Final EIS in response to public comment (SOSs 5c and PA) or as a result of recommendations from the 1994-98 BO issued by NMFS (SOS 2d). Several Draft EIS alternatives were eliminated as unreasonable based upon additional analysis results and consideration of public comment (SOSs 2a, 2b, 3a, 3b, 4a, 4b, 5a, 6a and 6c). The Final EIS Main Report describes the evolution of the alternatives on pages 4-4 and 4-5.

The following 13 System Operating Strategies received detailed consideration in the Final EIS. The numbering is not consecutive due to adjustments made in the list of alternatives considered between the Draft and Final EISs.

SOS 1a - Pre-Salmon Summit Operation: This strategy simulates the way the system was operated from 1983 through the 1990-91 operating year, prior to the listing of salmon species under the ESA. Elements of an alternative recommended by the Columbia River Alliance, Recover 1, were included.

SOS 1b - Optimum Load-Following Operation: This option would maximize system benefits for the traditional uses of the system, power generation, flood control, and navigation. It simulates the way the system was operated prior to the Northwest Power Planning and Conservation Act of 1980.

SOS 2c - Current Operation/No Action Alternative: This alternative calls for operations consistent with how the system was operated in 1992-93, after three salmon species were listed under the ESA.

SOS 2d - 1994-98 Biological Opinion: This alternative represents the operation that would have occurred had the recommendations resulting from the ESA consultation completed in 1994 been implemented. It is closest to the way the system was being run just after the analysis in the Draft EIS was completed.

SOS 4c - Stable Storage Project Operation with Modified Grand Coulee Flood Control: This alternative uses specific monthly elevation targets year-round to improve conditions at the major Federal storage projects for recreation and resident fish and wildlife. In response to public comments, this alternative includes minimum elevation levels, known as Integrated Rule Curves (IRCs) for Libby and Hungry Horse Reservoirs.

SOS 5b - Natural River Operation: In this alternative, the four lower Snake River projects would be drawn down to near riverbed levels for four and one-half months during the spring/summer salmon migration period. Construction of new low-level outlets would be required to allow water to bypass the dam, powerhouse, and spillway.

SOS 5c - Permanent Natural River Operation: In this alternative, the four lower Snake River projects would be drawn down to near riverbed levels year-round.

SOS 6b - Fixed Drawdown Operation: In this alternative, the four lower Snake River projects would be drawn down to near spillway crest for four and one-half months during the spring/summer salmon migration period.

SOS 6d - Lower Granite Drawdown: This strategy is similar SOS 6b but draws down Lower Granite only to near spillway crest for four and one-half months.

SOS 9a - Detailed Fishery Operating Plan (DFOP): This operation was recommended by the region's fish agencies and tribes through the Columbia Basin Fish and Wildlife Authority. It would establish flow targets at Lower Granite and The Dalles, draw down lower Snake River projects to near spillway crest for four and one-half months, specify spill levels at run-of-river projects, and eliminate fish transportation.

SOS 9b - Adaptive Management: This modification of DFOP would establish flow targets at McNary and Lower Granite, specify maximum water releases from upstream projects, draw down lower Snake River projects to minimum operating pool, draw down John Day to minimum irrigation pool, and specify spill levels at run-of-river projects.

SOS 9c - Balanced Impacts Operation: This strategy was originally recommended by the State of Idaho, which subsequently withdrew its support. It would draw down the four lower Snake River projects to near spillway crest for about two months during the spring salmon migration period. It also includes flow augmentation at 1994-98 BO levels, IRCs at Libby and Hungry Horse, and a higher winter operating elevation at Albeni Falls.

SOS Preferred Alternative: This strategy adopts operations recommended in the BOs issued in March of 1995. It supports the recovery of ESA-listed fish by storing water in reservoirs during the fall and winter to meet spring and summer flow targets. Minimum summer reservoir levels are used to minimize detrimental effects on other natural resources. Previous adopted levels of flood protection are provided which allows for continued power generation, adequate levels of irrigation and maintenance of shallow-draft navigation.

One additional alternative was considered that was identified after the comparative analysis process for the Final EIS was completed. While the agencies could not incorporate the results of this additional analysis in the comparative analysis in the Final EIS, the effects of the alternative were described in Chapter 4. This alternative was suggested by the Confederated Tribes of the Umatilla Indian Reservation. It was similar to SOS 9a (see above) with higher flow targets during the spring and summer, drawdown to natural river levels at several projects, higher spill levels at remaining projects, and reduced flood control storage space during the winter to allow for higher spring and summer flows. This alternative was designated as SOS 9d.

COMPARISON OF ALTERNATIVES:

Table 1 summarizes the environmental effects for the alternatives. Effects on each major river use are presented and the overall range of economic impact for the alternatives is shown.

Table. 1 How the Strategies Would Affect River Uses

River Resources	SOS 1	SOS 2	SOS 4	SOS 5
Anadromous Fish	Moderate passage survival and adult escapement; slight differences from existing conditions	Survival rates in the middle range of all alternatives; with transport, juvenile survival is high	Survival about the same as SOS 2	Highest in-river survival for Snake River stocks; for other stocks, similar to existing conditions
Resident Fish	Variable conditions among reservoirs and species; pool fluctuations and failure to refill impact productivity	Variable conditions among reservoirs and species; pool fluctuations and failure to refill impact productivity	Best SOS for resident fish; improved productivity at storage projects	Generally poor; some reservoirs have improved conditions under SOS 5c
Wildlife	Resources largely unchanged from current conditions; continuation of downward trends	Long-term downward trends to resources; slight impacts at John Day due to lower reservoir levels	Moderate to significant increases in wildlife habitat at Lake Pend Oreille, Libby, Hungry Horse, and Grand Coulee	Severe reductions in wildlife habitat at lower Snake and John Day projects
Power	Energy production and load shaping maximized; 0.6-1.1% rate decrease	Annual generation costs the lowest of all SOSs except SOS 1; up to 0.4% rate increase	Flows and generation needs mismatched; 1.3% rate increase	Eliminates system load shaping capability; reduces average annual energy generation; 2.5-2.8% rate increase
Flood Control	Flooding risk unchanged from current conditions	Flooding risk unchanged from current conditions; expect annual average flood damage costs are $3.3 million	Increased risk at Bonners Ferry, the upper Columbia, and Clearwater reaches; average annual flood damage costs increase $0.4 million over SOS 2c	Flood risk in all areas similar to SOS 2
Navigation	Normal conditions for shallow draft navigation and reduced costs for Dworshak log transport; net decrease $0.1 million compared to SOS 2c	Shorter Dworshak log transport operating season; total annual costs for navigation is $414.4 million	Longer Dworshak log transport operating season; net decrease $0.2 million compared to SOS 2c	No shallow draft navigation on the lower Snake River for 7 months or permanently; net increase $14 to $38 million compared to SOS 2c
Irrigation, Municipal and Industrial Water Supply	Minor increase in pumping costs at Grand Coulee of $9,000 over SOS 2c	All irrigation needs served	Minor decrease in pumping costs at Grand Coulee of $18,400 over SOS 2c	Drawdowns at John Day and Ice Harbor require pump modifications and increase pumping costs by about $3.3-4.5 million
Cultural Resources	Ongoing shoreline erosion and exposure at same rate as current conditions	Ongoing shoreline erosion and exposure at same rate as current conditions	High rates of shoreline erosion at storage projects; decrease in exposure due to high pools	Dramatic increase in exposure at lower Snake River projects; less shoreline erosion at these projects
Recreation	Annual benefits could increase up to $7.9 million under SOS lb	Annual average recreation benefit is $315 million	Annual benefits could increase $4.2 million	Annual benefits could decrease between $66 and $90 million
Water Quality	Slight decrease in water temperature but increase in total dissolved gas in lower Snake River	Similar to SOS 1 but slight increase in water temperature; decrease in total dissolved gas	Similar to SOS 2 with slightly lower dissolved gas in lower Columbia	Maximum silt concentrations; nearly all excessive dissolved gas eliminated in lower Snake

River Resources	SOS 1	SOS 2	SOS 4	SOS 5
Change in Total Annual System Costs	-$42 to -$80 million	$29 million, but SOS 2c equals 0 (no action alt.)	$81 million	$266 to $336 million

Table. 1 (Continued)

River Resources	SOS 6	SOS 9	PA
Anadromous Fish	In-river survival for Snake River stocks varies greatly depending on assumptions	Some of the highest and lowest in-river survival depending on SOS option and stock	In-river survival for Snake River stocks similar to SOS 2; in-river for other stocks in the mid- to upper-range
Resident Fish	Impacts generally the same as SOS 5, but not as severe; conditions worse at Lower Granite and John Day	Some of the best and worst impacts of all SOSs; 9a is generally worse, 9b is good, 9c is mixed	Conditions better at Lake Roosevelt, Hungry Horse, Lower Granite, and John Day; worse at Dworshak, sturgeon improved
Wildlife	Wildlife habitat impacts similar to SOS 5; 6d limits impacts to Lower Granite	Significant impacts to John Day under 9a and 9c; 9b similar to SOS 4 with no benefit at Libby and Hungry Horse	Impacts at John Day similar to SOS 5b; stable levels allow some restoration of habitat; some impacts at Grand Coulee
Power	Generation effects similar to SOS 5; generation costs slightly more than SOS 2c; 0.3-0.9% rate increase	Hydropower generation reduced due to high spill and drawdowns; 2.5-4.0% rate increase	Increased water storage in fall and winter and increased spill mismatches flow and generation needs; 2.0% rate increase
Flood Control	Flood risk in all areas similar to SOS 2	Highest flood risk primarily in upper Columbia; average annual flood damage ranges from $0.3 to $0.5 million more than SOS 2c	Upper Columbia flood damages increase $0.2 million over SOS 2c
Navigation	No shallow draft navigation on the lower Snake River or Lower Granite for 6 months; net increase $2 to $12 million compared to SOS 2c	No shallow draft navigation on the lower Snake for 3 or 6 months; net increase up to $12 million compared to SOS 2c	Normal operations for navigation; shorter Dworshak log transport season; net increase $0.1 million compared to SOS 2c
Irrigation, Municipal and Industrial Water Supply	Drawdowns at John Day and Ice Harbor require pump modifications and increase pumping costs by about $1.4-2.6 million	Similar impacts to SOS 6 at Ice Harbor and John Day; minor increase in pumping costs at Grand Coulee up to $34,900	Minor savings in pumping costs at Grand Coulee; $1.5 million increase at John Day, $4.3 million increase for M&I
Cultural Resources	Similar to SOS 5 but less dramatic	Increased shoreline erosion and exposure due to drawdown; increased bank sloughing due to flow augmentation	Little overall change from current conditions; site exposure increases at Dworshak and John Day
Recreation	Annual benefits could decrease up to $40 million	Annual benefits could decrease $35 to $97 million depending on option	Annual benefits decrease by $26 million
Water Quality	Major sediment transport similar to SOS 5; dissolved gas and water temperature similar to SOS 2	Highest impacts due to water temperature and total dissolved gas supersaturation	Similar to SOS 2 except high total dissolved gas in the lower Columbia
Changes In Total Annual System Costs *	$78 to $145 million	$233 to $400 million	$164 million

* Includes capital expenditures to modify existing dams.

RATIONALE FOR THE DECISION:

A major issue in this decision was Snake River salmon recovery. Events, such as ESA listings and corresponding BOs have dramatically impacted FCRPS operations. Many of the system operating strategies were designed specifically to test their potential to aid the migration of juvenile salmon.

While there is no single equation or formula that can be used to weigh each of the decision factors below in order to select the best alternative that will completely satisfy the needs of all competing interests, the extensive information collected and analyzed during the SOR process has provided the decision maker with a better understanding of the complex interactions among these resources. Consequently, BPA has been able to select an operational strategy that weighs all of the competing interests and strikes the best balance under the circumstances.

The decision criteria used for selecting the System Operating Strategy are listed below, followed by a description of how each is addressed by the selected strategy. Comparisons are between the selected strategy and the No-Action alternative (SOS 2c).

The environmental effects that guided this decision are presented in detail in Chapter 4 of the Final EIS and in the numerous appendices that focus on each river use or resource. Specific details on the effects for all alternatives including the selected strategy can be found in that chapter. A synopsis of the expected change from the No-Action Alternative conditions is summarized below. It is organized around the decision criteria which represent a comprehensive view of all uses.

I. Resource Criteria:

a. Protect and preserve threatened, endangered, and sensitive species

Salmonids: With the selected strategy, juvenile Snake River anadromous fish in-river survival falls in the middle range of all alternatives considered. The analysis of the alternatives shows that transporting juvenile fish increases their survival rates compared to in-river migration. For this strategy, in-river survival of most mid-Columbia and lower Columbia River stocks falls in the mid-to-upper range. With the selected strategy, adult production for all six stocks evaluated was in the upper range of all alternatives.

Sturgeon: The selected strategy carries out the provisions of the USFWS BO providing substantial improvement in conditions for Kootenai River white sturgeon. Flow releases will be made from Libby Reservoir during May and June to aid spawning and recruitment in the Kootenai River.

Other Species: The selected strategy requires that storage reservoirs be managed to provide specified percentages of confidence of refill to flood control elevations by April of each year, which generally coincides with the start of the reservoirs' highest productivity period for resident species. In addition, refill is targeted to occur by the end of June and minimum summer reservoir limits are applied through August. These provisions provide some protection and enhancement to other listed or sensitive species that rely on the reservoirs for their habitat, food supply or reproduction.

b. Provide equitable treatment of fish and wildlife

Resident Fish: The selected strategy is in the upper range of alternatives in terms of improving resident fish habitat and production. These conditions improve slightly in Lake Roosevelt, Lower Granite Reservoir, and other lower Snake River reservoirs, but decline slightly at other projects, in particular at Dworshak reservoir. As described above, the selected strategy includes several provisions that attempt to balance the needs of resident fish with those of anadromous fish, in particular, the adoption of specific reservoir elevation limits.

Wildlife: The selected strategy would desiccate some existing wetland, riparian, backwater and pond habitats at John Day Reservoir. Population reductions will occur for waterfowl, colonial nesting birds, non-game birds, aquatic furbearers, reptiles and other wildlife species. Reductions also occur to waterfowl, colonial nesting birds, nongame birds and amphibians at Grand Coulee (Lake Roosevelt). Adverse effects to shorebirds and cobble habitat in the Hanford Reach could occur but waterfowl and colonial nesting birds would benefit.

c. Protect and enhance environmental quality

For the following resources, the selected strategy causes limited, site-specific impacts which are not very different than what has occurred with system operations in the past.

Water Quality: The selected strategy would have overall water temperatures similar to the No-Action Alternative operations. Gas saturation would exceed the standard at The Dalles for an additional 33 days but would be about average in the mid-Columbia and lower Snake Rivers. Sediment transport would be unchanged.

Earth Resources: The selected strategy would result in moderate decreases in erosion, mass wasting, sedimentation and ground-water fluctuations at Libby and Hungry Horse. Moderate increases in these effects would occur at Dworshak. There would be little to no effect at other reservoirs.

Air Quality: The selected strategy would result in low dust emissions in small concentrations for all wind speeds at Lower Granite. Air pollutant emissions from thermal power plants needed to replace lost hydroelectric generation would increase but the minimum air quality criteria for the year 2004 would be satisfied.

Aesthetics: For the selected strategy, there would be minimal increase in shoreline exposure at the run-of-river projects on the lower Snake River. Shoreline exposure at Libby, Albeni Falls, and Grand Coulee would remain relatively unchanged. Significant increase in exposure would occur at Dworshak and a decrease would occur at Hungry Horse.

d. Provide opportunities for recreation on lakes and reservoirs

With the selected strategy, overall visitation at reservoirs would decline by 6.2 percent, a $26.4 million decrease in annual benefits (all monetary figures based on a 3 percent

discount rate). This result reflects the fact that optimal access to recreational opportunities is based on the current level of development for the system and an operation designed around that development. The selected strategy departs from the optimal operation from a recreational viewpoint. However, a broad mix of opportunities for recreation is preserved and specific operating requirements in the strategy were included to minimize the reductions that were estimated for this strategy in the Final EIS.

Significant increase in visitation is projected to occur on the Clearwater River. A slight increase would occur at Lake Pend Oreille, Lower Granite, and Hungry Horse Reservoirs. A significant decrease in visitation would result on the Kootenai River, at Dworshak, and John Day Reservoirs with slight to moderate decreases at Libby and Grand Coulee Reservoirs. All decreases in visitation occur because summer reservoir elevations are lower than what would occur under the No-Action Alternative.

e. Provide an economic, reliable, and environmentally sound power system

With the selected strategy, increased water storage in fall and winter and increased spill during spring and summer would mismatch streamflows and generation as compared to past operating strategies. The selected strategy contains higher spill amounts to benefit migrating juvenile salmon. Average annual hydropower generation would decline slightly with these higher levels of spill. Likewise, with lower winter flows and higher spring and summer flows, BPA would be faced more often with the need to purchase power during high load periods when prices are higher and have surplus power when power prices are lower. This would result in an annual generation cost increase of approximately $126 million on average but is not expected to raise current wholesale power rates by any significant amount.

While the selected strategy would increase costs, the reliability of the power supply would remain high. The timing for power generation is adjusted to match with the needs of the listed species. Conflicts between power and fish are resolved in favor of the fish, providing equitable treatment of fish and wildlife with the other purposes for which the FCRPS is operated.

f. Provide an economic and dependable flood damage reduction and public safety system

The selected strategy would leave the risk of flooding unchanged in the lower Columbia and Snake River areas. However, with changes in winter operations at storage projects in the Upper Columbia area, the selected strategy results in a slight increase in annual flood damages, approximately $200,000 more on average than the No-Action Alternative, but the risk of flood events is essentially unaffected.

g. Provide an adequate supply of irrigation, municipal, and industrial water

For irrigation water supply, the selected strategy would result in minor savings for

pumping costs at Grand Coulee. There are no changes in pumping costs or conditions at Ice Harbor or John Day. For municipal and industrial water supply, the selected strategy has no impact. The current level of development in irrigation and water supply facilities is preserved and access to water sources is unaffected.

h. Provide waterborne transportation capability

The selected strategy maintains current conditions for deep draft and shallow-draft navigation on the mainstem Columbia and Snake Rivers. Annual shallow-draft navigation costs are unchanged from the No-Action Alternative. With deeper, more frequent drafts for Dworshak Reservoir during the summer, the selected strategy shortens the operating season for log transport. Annual costs are estimated to be approximately $100,000 higher on average than the No-Action Alternative.

I. Protect and preserve cultural resources

The selected strategy, as was the case with all alternatives considered in the Final EIS, continues to cause adverse impacts to cultural resources. Greater shoreline area will be exposed at Dworshak and John Day compared to the No-Action Alternative, which could be beneficial in terms of improved access for tribal members, but will make sites more visible to the public, thus increasing likelihood of vandalism, artifact theft, wind erosion, and other damaging effects.

Traditional cultural properties and resources valued by Native Americans will also continue to be affected. These resources include cemeteries, fishing and hunting areas, ceremonial grounds, sacred places, social and political meeting areas, plants and other life forms. Harmful effects to these resources involve wave and wind erosion, exposure of burials, loss of natural resource habitat, and loss of access for tribal members.

The relatively small number of sites at the reservoirs which are now listed on the National Register of Historic Places will continue to be adversely affected to varying degrees. Most of the known and potential sites have not been evaluated for National Register eligibility, so the ones listed are a small fraction of sites that could ultimately be nominated and listed.

Most cultural resources are irreplaceable, nonrenewable resources. The impacts of system operations, especially when combined with contributing factors such as recreation, housing, industry, agriculture, and transportation, could eventually destroy a large percentage of the cultural resources at the reservoirs. The cumulative effect would be the loss of heritage sites and traditional cultural resources from a river system in an entire region.

In view of these serious impacts, the selected strategy includes the adoption of BPA's commitment to enter a cooperative planning process leading to long-term protection of cultural resources (see section titled Mitigation, in the following pages).

j. Protect and enhance socioeconomic well-being

While the selected strategy attempts to protect the economic well-being of the region, there would be increased costs and reduced benefits from its implementation in some areas. Most notable is the increase in power production costs (described above). Significant increased costs or reduced benefits were estimated for recreation. Minor cost increases were found for navigation, flood control and commercial fishing. Overall, the selected strategy would result in approximately $158 million additional annual average regional costs or benefits lost as compared to the No-Action Alternative.

From a social perspective, an estimated reduction of 4,000 jobs could occur with an annual average cost to the region of $113 million in lost income. There would be an increase in social stress attributable to the lost employment and income, primarily focused in the lower Snake and mid-Columbia River subregions. The changes occur because of increases in grain transportation costs, lower levels of fish harvest, higher irrigation costs, higher power costs and lower level of recreation activities.

II. Institutional Criteria

a. Provide direct public access to the ongoing decision process and operating strategy governing the Columbia River system

The decision on the selected strategy benefited from the extensive public review and discussion held during the SOR. The views of and participation by citizens with an interest in river operations were sought from the outset of the process. To determine the range of issues which needed to addressed, public meetings were held in August 1990 in 14 Columbia Basin communities. Another round of public meetings was held in September of 1994 to present the findings contained in the SOR Draft EIS and to provide opportunity for public comment.

Wide public participation in the 14 SOR work groups was solicited and a newsletter describing each stage of the process was mailed regularly to over 5000 individuals and organizations.

Public involvement influenced the process in many ways. Response to the Draft EIS

resulted in the analysis of several additional approaches to operating the system. At the urging of the State of Montana, an alternative calling for Integrated Rule Curves at Libby and Hungry Horse (SOS 4) was examined. SOS 9, which eliminates fish transportation, was analyzed at the urging of State fish agencies and Native American Tribes. SOSs 5 and 6 - Natural River Operations and Fixed Drawdown were studied at the behest of environmental organizations and others interested in anadromous fish recovery.

Appendix T of the SOR contains nearly 1000 pages of comments on the Draft EIS by members of the public and interested organizations. Each comment is accompanied by a response from the agencies. Many comments resulted in modifications and additions to the Final EIS. Each was considered in identifying the selected strategy.

The SOR also proposed to consider another decision formalizing a process for periodically updating the initial selected strategy and providing direct public access to revising the operating strategy. This process and any resulting decision are separate from the action being considered in this ROD and if pursued, will be documented with an additional ROD.

b. Create and maintain a technical database for operating decisions

The selected strategy is based on and supported by a broad range of technical information developed through the SOR process. Extensive modeling of the selected strategy was completed to determine its environmental effects and to compare these effects to those associated with other alternatives. These results provided the technical information base to support this decision and should assist in making future adjustments to these operating decisions.

III. Legal/Regulatory Criteria

a. Implement recommended near-term actions within existing authority

Near-term decisions are those for which authority currently exists, can be implemented without delay and can provide benefit immediately. Some near-term decisions may be interim or temporary measures that precede the implementation of long-term measures. The selected strategy includes operating requirements that represent near-term actions. One or more of the Federal agencies possess authority to implement all provisions of the strategy described above, thus implementation can proceed without delay and should allow for immediate benefit.

b. Identify areas where new authority is required to implement recommended long-term actions

The selected strategy is based on a majority of the operating provisions contained in the reasonable and prudent actions of the BOs issued by NMFS and USFWS. These actions, in total, avoid jeopardy of listed species. As such, both near-term and longer-term actions were identified. The longer-term actions may require the Federal agencies to obtain new authority to implement fully. The selected strategy recognizes the possibility of these future activities and does not constrain their authorization at some future point in time. Likewise, the selected strategy does not over reach the limits of current authority for the measures being implemented.

c. Satisfy existing contracts

The selected strategy does not affect, alter or conflict with the statutory or contractual obligations previously made by the Federal agencies. The decisions on operating requirements under the selected strategy will constrain power operations for all BPA power transactions. However, BPA will serve its contractual obligations and market power and services with available resources consistent with the operating constraints that apply to each resource.

d. Comply with environmental laws and regulations

The decision on the selected strategy was made as a result of extensive environmental analysis and a comparison of effects among a wide range of proposed alternatives. The effects of the strategy were evaluated in context of existing environmental laws and regulations. It does not violate any such laws and satisfies the requirements of the laws directly affected by the decision. For example, the strategy reflects the results of consultation required by the Endangered Species Act. Likewise, mitigation commitments are being made for cultural resource protection and preservation according to the National Historic Preservation Act.

e. Secure Native American treaty rights and obligations regarding natural and cultural resources

To the extent that the selected strategy provides for effective protection and mitigation of natural and cultural resources, then it may help secure and protect Native American treaty and executive order rights and meet agency trust obligations. The selected strategy includes operating requirements designed to protect listed salmon species as identified by NMFS, to protect other listed species according to the opinion of the USFWS, and to improve the quality of other natural resources through reservoir operation and management of natural streamflows. However, affected Tribes and members of the Cultural Resources Work Group have reported that the selected strategy, like all other alternatives examined in detail in the Final EIS, will not prevent the overall decline of resources associated with Native American cultural traditions.

Habitat for some important species may be eliminated, cultural sites may be lost, and access to important places or resources will be further reduced. BPA is committed to work with affected Tribes to develop and implement long-term agreements addressing the impacts to cultural resources and to continue mitigation efforts under the Fish and Wildlife Program (see Mitigation, following pages).

Summary

In summary, the selected strategy represents a balance among many conflicting and competing resources. As noted at the outset, the rationale for the decision is based on a comprehensive, yet balanced review of all of these important resources. To emphasize one river use or need would invariably impact other resources. The analysis process conducted during the SOR involved repeated attempts to combine the various individual requirements of river resources to find a mix that provided the most benefit with the least harm. In every instance, each of the proposed alternatives would have a negative impact on at least one resource. In the end, the needs of listed anadromous fish became a major factor for selecting the preferred strategy. The operating requirements of the selected strategy were tempered by the level of impact imposed on other resources. By examining the analysis results carefully and by considering the extensive public comment, the requirements were tempered to reduce but not eliminate the level of impact to these other resources. Establishment of minimum summer reservoir levels, thereby reducing the amount of flow that could be provided to salmon, recognized the needs of resident fish in the reservoirs and attempted to provide adequate, yet not ideal, conditions for recreation. Other such examples could be cited. In the final outcome, the selected strategy is an attempt to improve conditions for salmon and do as little harm as possible to all other river resources.

ENVIRONMENTALLY PREFERABLE ALTERNATIVES:

The selected strategy for SOR is based on the BOs issued in March 1995 by NMFS and the USFWS. Since environmental protection for anadromous fish and other listed species became the focus of this analysis, the selected strategy is an environmentally preferable alternative. It favors ESA-listed species as a matter of compliance with law and policy.

The selected strategy is focused on the protection of anadromous fish at the expense of other species, primarily resident fish and wildlife. It is possible to design additional environmentally preferable alternatives by choosing different combinations of operating measures that reflect other tradeoffs among river uses and resources. For example, a second environmentally preferable alternative could be designed which would contain elements from several SOSs considered in the Final EIS.

The stabilization of pool elevations at the Libby and Hungry Horse Reservoirs as specified in SOS 4c would improve conditions for resident fish without large decreases in downstream flows lower in the basin. Historic operations or nearer to full pool elevations at the John Day Reservoir (instead of minimum irrigation levels, as called for

in the selected strategy) would preserve extensive and important wildlife habitat. Less drafting during the fall and winter at Lake Pend Oreille would provide improved resident fish spawning and habitat. Different management of reservoir elevations during the spring and summer at Grand Coulee and Dworshak would provide water retention time improvements and possibly reduce resident fish entrainment.

These reservoir elevation requirements combined with the flows, spills and other requirements directed toward ESA-listed species in the selected strategy would form this second environmentally preferable alternative.

MITIGATION:

Through the analysis process, numerous monitoring and mitigation measures for the various alternatives were identified. These mitigation and monitoring ideas, which are included in the EIS technical appendices, offer practical means to avoid or minimize environmental harm from the selected strategy. Many of the suggestions are appropriate for consideration when implementing the selected strategy. BPA is committed to mitigation for anadromous fish, resident fish, wildlife and water quality as part of the implementation of the Northwest Power Planning Council's (Council) Fish and Wildlife Program and the provisions contained in the BOs. The lead agencies have made a separate but similar commitment toward cultural resource mitigation. Mitigation measures are categorized below by the individual river resources.

Fish and Wildlife: Anadromous Fish

Improving conditions for anadromous fish is the primary objective of the selected system operation strategy. This action by itself is a monumental mitigation action. In addition to these operational requirements in the selected strategy, there are a number of non-operational mitigation measures BPA implements that benefit anadromous fish, resident fish, and wildlife. BPA will fund additional mitigation as part of the reasonable and prudent alternatives in the NMFS and USFWS BOs, as well as continue to be the primary implementor of the Council's Columbia River Basin Fish and Wildlife Program (1994) (incorporated herein by this reference). Activities affecting hatcheries and fish habitat will be pursued, both of which affect the life cycle of anadromous fish (see the Council's Program, Sections 2 through 9). Specific actions are identified in the program and prioritized each year through a process developed by the Council in cooperation with Federal, state and tribal fish and wildlife agencies. BPA will fulfill these responsibilities through its implementation of the fish and wildlife budget plan made by the Northwest Congressional delegation and the Administration (see letter of October 24, 1995 from Alice Rivilin, Director of the Office of Management and Budget, to Senator Mark Hatfield (incorporated herein by this reference)). A memorandum of agreement that implements the fish and wildlife budget plan has been negotiated among BPA, NMFS, the USFWS, Reclamation, Corps, and the Council in consultation with Northwest Indian Tribes. Even without this memorandum of agreement, BPA would continue to implement measures to protect, mitigate, and enhance fish and wildlife affected by the FCRPS in a manner consistent with the Council's Program, and

meet its responsibilities to avoid jeopardy and aid in the recovery of species listed under the ESA.

Resident Fish

Numerous mitigation ideas surfaced during the environmental analysis to protect and mitigate resident fish in the various reservoirs and river reaches in the system. See Appendix K of the Final EIS for the complete list of ideas. As with anadromous fish, mitigation actions for resident fish are included as a part of the Council's Fish and Wildlife Program and are recommended through the program prioritization process described above under Anadromous Fish. Representatives working in that process would be well served to examine the suggestions contained in Appendix K as they identify and prioritize new mitigation actions. BPA is committed to fund measures consistent with those contained in the Council's Program, Section 10, to the extent funds are available and BPA has the authority and responsibility to implement them. In addition, the Federal agencies will implement the operating provisions of the BO issued by the USFWS directed at Kootenai River White Sturgeon.

Wildlife

The analysis in the Final EIS identified several mitigation options to enhance wildlife including land purchases, development of additional habitats to replace affected habitats in adjacent or other locations, development of springs, artificial cover, perennial grass seedings, and habitat restoration using irrigation seepage. Nine proposals for monitoring effects of system operations on wildlife were also presented in Appendix N of the Final EIS. Again, BPA is committed to fund these measures consistent with the Council's Program, Section 11, to the extent funds are available and BPA has the authority and responsibility to implement them. As with resident fish, representatives in the Council's prioritization process would benefit from reviewing the suggestions in the appendix and incorporating them in the priority setting process. All of these activities are designed to protect and mitigate wildlife and associated habitat affected by system operation.

Water Quality

Mitigation suggestions for water quality concerns were identified in Appendix M of the Final EIS. They fell into three basic categories - water temperature control, gas supersaturation and sediment transport. The selected strategy incorporates operating requirements to manage gas supersaturation. Target flow levels are specified for the mainstem projects. They are combined with specific project-by-project spill percentages that are based on the potential for gas generation of each project. These spill percentages also optimize fish passage at the projects and help manage the number of fish that are transported. In addition, the Corps has as a part of its capital improvements at the projects, plans to install flow deflectors or flip lips to reduce gas supersaturation. These types of construction modifications are considered on an annual basis and fall outside of the operational decision being made here. An overall

gas abatement study is also being pursued to further investigate the problem of dissolved gas and suggest additional construction or operational fixes. BPA will support continued monitoring of water quality parameters and additional actions that arise through the prioritization processes for the Fish and Wildlife Program.

Power

The power analysis assumes that energy and capacity losses associated with the selected strategy would be replaced through acquisition of new resources such as combustion turbines or purchase of power on the spot market. Either of these responses would, in effect, mitigate losses to generation or appropriately match electrical generation with loads. Any generation resource acquisition would be evaluated under the provisions of NEPA before being pursued, separate from this EIS and associated ROD.

Cultural Resources

BPA, the Corps, and Reclamation recognize their responsibility to comply with historic and cultural preservation laws and have committed to a long-term compliance and management effort to address the impacts of the selected operating strategy.

The Final EIS found that operations have adversely affected and will continue to threaten sites along the system which are currently listed on the National Register of Historic Places. In addition, there are potentially large numbers of sites which are unknown or unrecorded, and very few of the known, recorded sites have yet been evaluated to determine National Register eligibility.

Tribal representatives testified that cultural properties, places, and resources which are irreplaceable and of inestimable value in the traditional life of Native Americans have been damaged or lost, or will be threatened by continued operations. Several Tribes also made known their strong desire that the affected places and resources be managed in ways consistent with traditional life.

BPA, the Corps, and Reclamation are committed to working closely with affected Tribes through each phase of this effort. The Tribes are invited to take part in developing

cooperative working processes. BPA will implement these processes, including formal consultation when appropriate, in a manner consistent with the BPA Tribal Policy.

BPA is committed to fund this effort over the long term, beginning in Fiscal Year 1997, with Reclamation and the Corps each providing a share of the funds. The lead agencies are initiating a series of agreement documents. The agencies have mailed a draft Programmatic Agreement for review and comment to affected Tribes, State Historic Preservation Officers, the Advisory Council on Historic Preservation, and other involved Federal agencies. The Programmatic Agreement will allow separate agreements and plans to be developed for individual areas, reservoirs, or parties.

An Interagency Agreement will be drafted by the lead agencies and made available for comment. It will define roles and responsibilities of the lead agencies, including mechanisms for joint funding. Following the Interagency Agreement, additional agreements may be developed between the lead agencies and Tribes, and between the lead agencies and other responsible agencies, to address specific or unique reservoir, affected area, or affected party concerns.

The lead agencies will develop historic property management plans for reservoirs or areas where they do not now exist, or will modify existing plans as needed, to provide for long-term management of affected resources. The agencies will prepare these management plans in full cooperation with Tribes and other involved parties. BPA intends that the individual Tribe's desired approach and preferred methods for cultural resource management will be a major consideration in the development, as well as the implementation, of each of the long-term management plans.

COMMENTS ON THE FINAL EIS

Seven letters commenting on the Final EIS were received. Some of the letters only expressed opinions or requested copies of parts of the SOR documentation. In addition, BPA along with the Corps and Reclamation have continued to coordinate with the regional entities, NMFS and USFWS and others on the system operating strategy. In evaluating the letters and comments received following completion of the Final EIS and the ongoing regional discussions, the following information or issues have been identified.

Cultural Resources

As is noted above, fluctuating water levels, associated shoreline erosion and other results have the potential to adversely affect significant cultural resources at all Federal reservoirs in the FCRPS. The National Historic Preservation Act requires Federal agencies to take into account these adverse effects and to formulate treatments to address them. In a letter, the Confederated Tribes of the Colville Reservation expressed concern regarding fulfillment of agency commitments to formulate such treatments and to carry out cultural resource management activities in cooperation with the Tribes.

As is stated in the Mitigation section of this ROD, BPA, Reclamation and the Corps are currently in the process of cooperatively preparing and consummating a Programmatic Agreement with the President's Advisory Council on Historic Preservation, the involved State Historic Preservation Officers, other affected agencies, and Federally recognized Tribes in the Columbia River Basin.

Pursuant to the Programmatic Agreement, historic preservation management plans will be developed which will identify significant cultural resources, the approaches to resource protection, preservation and treatment, the framework for research designs for data recovery where data recovery is the preferred treatment, plans for site monitoring, plans for public education and interpretation of cultural materials, and plans for the long-term curation of recovered artifacts and information. These plans will be developed in full cooperation with affected Tribes and other involved parties, and will also address issues required by other relevant legislation, including enforcement of the Archeological Resources Protection Act, provisions of the Native American Graves Protection and Repatriation Act, and the American Indian Religious Freedom Act.

Dissolved Gas Levels

The Environmental Protection Agency (EPA) in their letter commented that a fish passage spill program, operated in accordance with the total dissolved gas (TDG) variance requested by NMFS, benefits salmon recovery. However, EPA contends that any violation of the TDG standard represents an increment of biological risk to salmonids and that a long-term solution to minimize elevated TDG levels from spill operations is warranted. EPA further stated that if consideration is given to a change in the TDG standard for the Columbia and Snake Rivers, it would constitute a site-specific standard which is a formal change to state water quality standards. Such a decision to adopt a site-specific standard would need to be developed based on a scientifically credible and defensible basis, and submitted to EPA for approval after public participation and formal adoption by the state or tribe.

As part of real-time operations and the Technical Management Team (TMT) process, the Corps monitors dissolved gas levels above and below each of its mainstream Columbia and Snake Rivers projects. Starting in 1996, the Corps developed procedures that would allow a quicker response time for maintenance and repair purposes in the event of high gas levels. Quality control measures have been developed and implemented to ensure timeliness, consistency and reliability of the monitoring. Based on the real-time field data, changes to spill and other reservoir operations can be made quickly to prevent and/or correct excessively high dissolved gas conditions. The TMT has also recognized the need to include a Dissolved Gas Management Appendix in the Annual Water Management Plan. In the near-term, fish passage spill will be provided subject to the following conditions: 1) spill requests which would exceed state water quality standards will be coordinated with the appropriate state agencies, 2) a comprehensive monitoring and evaluation program is operational, and 3) spill at the lower Snake and Columbia River projects would not exceed criteria

identified in NMFS BO. BPA agrees with EPA that a long-term solution that minimizes elevated TDG levels is appropriate and that this long-term program needs to be coordinated with states and Tribes as appropriate.

There was also a concern with involuntary spill due to high flows or limited powerhouse capacity. The Corps, as part of the Columbia River Fish Mitigation Project, is conducting a Dissolved Gas Abatement Study, for which Phase I has been completed, to address long-term measures to reduce gas levels and their effects on salmon. Further phases are planned which may result in additional capital investments in the system in an effort to reduce gas levels as a consequence of operations.

Water Temperature

According to EPA, water temperature standards are being exceeded, and these elevated water temperatures are considered to be a primary limiting factor for fisheries restoration. EPA commented on three issues related to water temperature. First, cold water releases from Dworshak and other deep reservoirs should be considered. Second, passage of juveniles through the warm water forebays as quickly as possible is needed, Third, cooler water needs to be provided at fish ladders.

Water temperatures and the effects of cool water releases from Dworshak and other projects were addressed in the Final EIS. NMFS has considered the temperature effects of the operation required under its BO. NMFS prioritized releases of water for juveniles in the summer over releases in late summer for adults. NMFS also stated that when possible, release of cool water in August and September would be considered. The Federal operating agencies, based on our understanding of the BO and the currently available scientific uncertainty, has decided that water releases should be prioritized for juveniles and will consider releasing water from Dworshak based on the recommendations of the TMT.

As for passage through forebays with high water temperatures, the Corps is testing prototype surface bypass/collection technologies currently as identified in the NMFS BO. These systems may speed juvenile passage once fish arrive in project forebays. Evaluations of juvenile behavior are a part of the investigation of this technology.

NMFS also requested through its BO that investigation of water temperature control in adult fish ladders be conducted. The Corps has included water temperature control in its Columbia River Fish Mitigation Program. They are collecting ladder water temperature data and will evaluate various potential corrective actions.

Baseline Data and Monitoring

Finally, EPA indicated the need for collection of baseline data to assess water quality, sediment and biological effects of proposed operational measures and in particular, drawdown actions. The Corps currently monitors dissolved gas, water temperature, and turbidity at all of its mainstream Columbia and Snake River projects. Regarding the

effects of drawdown actions, the Corps has initiated a Lower Snake River Juvenile Salmon Migration Feasibility Study and NEPA documentation on drawdown alternatives of the lower Snake River projects to spillway crest and natural river levels. Included in this study will be data collection and assessment of water quality, sediment and biological effects of drawdowns.

Columbia River Treaty

Prior to implementing the 1995 Biological Opinion, the Chair of the Canadian Entity, by letter, and the Canadian Government, by diplomatic note, expressed concerns to the U.S. Entity (represented by BPA and the Corps) and the U.S. Government, respectively, on the operation of Libby Dam to provide for sturgeon spawning in the Kootenai River below Libby reservoir. Since that time, the Canadian Government has sent additional diplomatic notes to the U.S. Government on the operation of Libby for sturgeon again expressing their concern over the effects of the operation on downstream power generation in Canada and their belief that the operation of Libby for Kootenai River White Sturgeon under the ESA is inconsistent with the Columbia River Treaty. At the present time, the matter is under consideration by the U.S. Department of State.

CONCLUSION

The agencies have decided to pursue a specific system operating strategy that considers all river uses and resources and is based on a detailed evaluation of the potential impacts on these uses and resources. But, operation of the FCRPS is dynamic as is the understanding of that operation and the effect it has on the environment. For this reason, the agencies support the concept of adaptive management.

As applied to the FCRPS, adaptive management allows river managers to learn from actual experience and to adapt the resulting operating principles or actions to what works, whether designed to enhance a new resource or to preserve an existing one. Operations will be reviewed and monitored as often as necessary to determine if actions are performing as expected. This periodic review will permit course corrections to be put in place to make full use of new information resulting from monitoring, research studies, or other sources. Even though the agencies have decided on a selected strategy that is comprised of specific operating requirements, the agencies embrace the concept of adaptive management.

It is likely that in the future new operating strategies will be developed which rely on the experience gained through the implementation of this initial decision. The agencies are committed to operating the FCRPS in a manner that provides for public benefit, takes into account significant natural and cultural resources, and is flexible to respond to changing conditions and increasing knowledge.

Issued in Portland, Oregon on _____.

_____

Randall W. Hardy
Administrator, Bonneville Power Administration

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APPENDIX D
DIRECT FUNDING AGREEMENTS

AUTHENTICATED

Bonneville Contract No. 96MS-95129
Reclamation Contract No. 1425-6-AA-10-01150
12/06/96

MEMORANDUM OF AGREEMENT

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and the

UNITED STATES OF AMERICA

DEPARTMENT OF THE INTERIOR

acting by and through the

BUREAU OF RECLAMATION

(Direct Funding of Power

Operations and Maintenance Costs

at Reclamation Projects)

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This MEMORANDUM OF AGREEMENT (Agreement), executed December 6, 19 96, between the BONNEVILLE POWER ADMINISTRATION (Bonneville), acting by and through the Administrator of Bonneville, and the Secretary of the Department of the Interior, acting by and through the BUREAU OF RECLAMATION (Reclamation), each sometimes hereinafter referred to individually as "Party" and jointly as "Parties."

W I T N E S S E T H :

WHEREAS Reclamation operates and maintains hydroelectric power generation facilities in the Pacific Northwest, and Bonneville markets and transmits the hydropower output which is surplus to Reclamation project requirements; and

WHEREAS a portion of Reclamation's budget will continue to be provided through appropriations by the U.S. Congress; and

WHEREAS Bonneville currently makes U.S. Treasury payments equal to Reclamation's annual operations and maintenance (O&M) Power Costs allocated to power, and such O&M Power Costs include interest on, and amortization of Reclamation's capital investments allocated to power in the Pacific Northwest; and

WHEREAS under this Agreement, Bonneville will directly fund annual O&M Power Costs pursuant to the terms and conditions contained herein; and

WHEREAS Reclamation and Bonneville are seeking to establish procedures whereby the O&M Power Costs are reliably and adequately funded in a manner that is mutually beneficial to both Parties; and

WHEREAS for the purposes of this Agreement, Reclamation's Five-Year Power Budgets and Annual Power Budgets are based on obligations that assume 100 percent accrued expenditures; and

WHEREAS Reclamation has the authority to incur obligations to the extent reflected in this Agreement; and

WHEREAS this Agreement is entered into pursuant to the authority contained in the Energy Policy Act of 1992, Public Law 102-486, Section 2406; and

WHEREAS the Secretary of Interior retains the right and authority to interpret and implement Reclamation law and any other statutory authority vested in the Secretary as to its application to Reclamation Project facilities; and

WHEREAS Bonneville is authorized pursuant to law to market electric power and energy generated at various Federal hydroelectric projects in the Pacific Northwest or acquired from other resources, to construct and operate transmission facilities, to provide transmission and other services, and to enter into agreements to carry out such authority;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. TERM, TERMINATION, AND EXTENSION

(a) **Term of Agreement**

This Agreement, when executed by the Parties, shall be in effect at 2400 hours on September 30, 1996 (Effective Date) and shall continue in effect until 2400 hours on September 30, 2006, unless terminated earlier as provided in section 1(b), or extended as provided for in section 1(c). The Parties understand and agree that, although the date of execution of this Agreement is subsequent to the Effective Date, all terms and conditions of this Agreement become effective on the Effective Date. All liabilities incurred hereunder are preserved until satisfied.

(b) **Termination of Agreement**

(1) **Unilateral Termination Right by Either Party**

Either Party may terminate this Agreement upon written notice to the other Party; **provided, however,** that any such written notice shall specify a termination date that is at least 2 Fiscal Years subsequent to the date shown on the notice.

(2) **Termination Option Following Third-Year Review**

Within 180 days following the end of the third Fiscal Year of this Agreement, the JOC shall compile information, prepare, and submit a report to the Bonneville Administrator and the Reclamation Pacific Northwest Regional Director. Such report shall provide an in-depth analysis of the cost effectiveness and efficacy of performance under this Agreement. Such report shall be provided to the Office of Management and Budget. If, within 30 days following receipt of such report, either Bonneville or Reclamation determines that this Agreement is not achieving the benefits anticipated, then Bonneville or Reclamation may provide notice to terminate this Agreement in accordance with section 1(b)(1).

(c) **Extension of Agreement**

During the Fiscal Year that begins October 1, 2000, the Parties may, if mutually agreeable, extend the term of this Agreement by an additional 5 Fiscal Years, until September 30, 2011 (a ten year term). In this event, the Parties shall prepare and execute an amendment to this Agreement to accomplish such extension. The term of this agreement may be extended in 5 year increments past the year 2011. Notice of such extensions shall be given by the end of the fifth Fiscal Year, of any subsequent ten year term.

2. DEFINITIONS

(a) "Annual Power Budget" means an annual budget prepared by Reclamation that specifies O&M Power Costs categorized by major line items for each Project for the upcoming Fiscal Year. The Annual Power Budget shall include a separate line item that specifies the amount of the Performance Incentives. Reclamation shall separately identify the power portion of any items that are multipurpose that Reclamation will seek an appropriation for, and which Bonneville is expected to reimburse the power portion of these items to Treasury at the end of each Fiscal Year. Each Annual Power Budget shall be attached hereto as Exhibit B.

(b) "Authorized Representative" means one representative appointed by Bonneville and one representative appointed by Reclamation that serve as lead representatives on the Joint Operating Committee.

(c) "Fiscal Year" means each year that begins on October 1 and ends on the following September 30; **provided, however,** that the initial Fiscal Year shall begin on the Effective Date and terminate on September 30, 1997.

(d) "Five-Year Power Budget" means the maximum estimated amounts of the Annual Power Budgets for five consecutive Fiscal Years that Bonneville will directly fund under this Agreement. Reclamation shall separately identify the power portion of any items that are multipurpose that Reclamation will seek an appropriation for, and which Bonneville is expected to reimburse the power portion of these items to Treasury at the end of each Fiscal Year. Each Five-Year Power Budget shall be attached hereto as Exhibit A.

(e) "Generation Additions, Improvements, and Replacements" means the design and construction of capital additions, improvements, or replacements that are funded under this Agreement and are included in each Five-Year Power Budget.

(f) "Joint Operating Committee" or "JOC" means a committee comprised of the Authorized Representatives and other participants appointed by such Authorized Representatives.

(g) "O&M Power Costs" means, for activities performed at Reclamation Projects, (1) power operations and maintenance expense costs incurred by Reclamation, which include direct power costs and joint power cost allocations, (2) the cost of O&M Power Equipment, and (3) the cost of design and construction of Generation Additions, Improvements, and Replacements.

(h) "O&M Power Equipment" means various items that include tools and electrical and mechanical equipment (unit breakers, excitation equipment, relays, etc.) that are necessary for day-to-day power operations and maintenance at Reclamation Projects.

(i) "Performance Incentives" means, for each Annual Power Budget, an amount of money available to Reclamation if Reclamation successfully achieves the Performance Indicators for each such Annual Power Budget.

(j) "Performance Indicators" means specific operational or budgetary indicators established by the JOC for each Fiscal Year, which shall consider the historical operations and prospective operations at Reclamation Projects, based on the amount of water expected to be available for power generation. Performance Indicators may include, but shall not be limited to, the number of units to be available at particular times of the year, the number of forced outages acceptable within particular times of the year, and the accomplishment of specific activities. Performance Indicators shall be attached hereto as Exhibit C.

(k) "Reclamation Project" means each of Reclamation's facilities associated with hydroelectric power generation facilities, either new or existing, located in the Pacific Northwest.

3. EXHIBITS; INTERPRETATION

Five-Year Power Budget (Exhibit A), Annual Power Budget (Exhibit B), and Performance Indicators and Performance Incentives (Exhibit C) are attached hereto and hereby made a part of this Agreement. If there is a conflict between the body of this Agreement and the exhibits attached hereto, then the body of this Agreement shall prevail.

4. FIVE-YEAR POWER BUDGET

(a) **Initial Five-Year Power Budget**

The initial Five-Year Power Budget shall become effective at 2400 hours on September 30, 1996, and shall be attached hereto as Exhibit A prior to or at the time this Agreement is executed by the Parties.

(b) **Subsequent Five-Year Power Budgets**

No later than June 15 of the fourth Fiscal Year during a Five-Year Power Budget, Reclamation shall prepare and submit to Bonneville a revised Five-Year Power Budget to become effective at 2400 hours on September 30 of the fifth Fiscal Year. The June 15 submittal shall be coordinated with Bonneville's annual budget call letter. Any subsequent Five-Year Power Budget shall not become effective unless approved by Bonneville. If Bonneville does not approve a Five-Year Power Budget, Bonneville shall provide written notice to Reclamation, stating its reasons for doing so. The Parties shall then use reasonable efforts to agree on a Five-Year Power Budget. Following agreement by the Parties, the Parties shall prepare and execute a revision to Exhibit A for the subsequent 5-year period.

(c) **Revision of a Five-Year Power Budget Prior to its Expiration**

Any proposed revision to a Five-Year Power Budget shall not become effective prior to its expiration unless approved by Bonneville. If Bonneville does not approve a proposed revision to a Five-Year Power Budget, Bonneville shall provide written notice to Reclamation, stating the reasons for doing so. Following agreement by the Parties, the Parties shall prepare and execute a

revision to Exhibit A for the remaining period of such revised Five-Year Power Budget.

(d) If the Parties cannot agree to a new Five-Year Power Budget prior to expiration of the existing Five-Year Power Budget then this Agreement shall be extended in 1-year increments. Each subsequent year's Annual Power Budget shall be equal to the most recently executed Annual Power Budget, including budgets for any deferrals, undelivered orders, or savings in accordance with section 9, for operating Reclamation Projects covered by the then-current Annual Power Budget until a new Five-Year Power Budget is agreed to or established in accordance with section 10 of this Agreement.

5. ANNUAL POWER BUDGET

(a) **Initial Annual Power Budget**

The initial Annual Power Budget shall become effective at 2400 hours on September 30, 1996, and shall be attached hereto as Exhibit B prior to or at the time this Agreement is executed by the Parties.

(b) **Subsequent Annual Power Budgets**

No later than June 15 of each Fiscal Year, the JOC shall meet to review and approve any revisions to the next year's Annual Power Budget to become effective at 2400 hours on the following September 30. Each Annual Power Budget shall be consistent with the total amount of the Five-Year Power Budget, unless otherwise agreed to by the JOC. The Authorized Representatives shall prepare and execute a revised Exhibit B for the next Fiscal Year. Each June 15 submittal shall be coordinated with Bonneville's annual budget call letter.

(c) **Revision of Annual Power Budget**

An Annual Power Budget shall not be revised prior to its expiration unless approved by the JOC. If approved by the JOC, the Authorized

Representatives shall prepare and execute a revision to Exhibit B for the remaining period of the Fiscal Year.

6. PERFORMANCE INDICATORS AND PERFORMANCE INCENTIVES

(a) Performance Indicators shall be used to establish a basis for providing Performance Incentives to Reclamation.

(b) **Initial Performance Indicators and Initial Performance Incentives** The initial Performance Indicators and Performance Incentives shall become effective at 2400 hours on September 30, 1996, and shall be attached hereto as Exhibit C prior to or at the time this Agreement is executed.

(c) **Subsequent Performance Indicators and Performance Incentives** No later than June 15 of each Fiscal Year the JOC shall prepare a new Exhibit C to become effective on the following October 1. The Authorized Representatives shall prepare and execute a new Exhibit C for the next Fiscal Year.

(d) If Performance Incentives are not achieved for any Fiscal Year, then unearned monies will not accumulate or be available for any subsequent Fiscal Year.

7. JOINT OPERATING COMMITTEE RESPONSIBILITIES

(a) The JOC shall consist of members from both Parties, with consistent representation from Bonneville's Generation Supply and Accounting Operations, and from Reclamation's Facility Operation and Maintenance, Power Management, Financial Management, and representatives from the Reclamation Projects familiar with the day-to-day operations.

(b) Each Party's Authorized Representative shall have one vote and shall be the only voting member of the JOC for that Party.

(c) The JOC shall review Five-Year Power Budgets and shall review and approve any revisions to the Annual Power Budgets, if necessary.

(d) The JOC will compare the actual O&M Power Costs incurred by Reclamation to the Annual Power Budget following each Fiscal Year.

(e) The JOC will establish and review Performance Indicators and Performance Incentives, and determine if Reclamation is eligible for Performance Incentives.

(f) If it is determined by the JOC, pursuant to section 7(d), that Reclamation is eligible for Performance Incentives, then the JOC shall determine the amount of and approve such Performance Incentives following the end of each Fiscal Year.

(g) The JOC, at its discretion, may designate subgroups, as required, for technical work assignments only, and these subgroups shall not have any of the authorities of the JOC.

(h) The JOC will serve as a forum to discuss the coordination of Reclamation's and Bonneville's O&M schedules and outage schedules.

(i) The Reclamation Authorized Representative shall notify the Bonneville Authorized Representative as soon as possible of any unforeseen event at a Reclamation Project that may significantly impact power generation.

(j) The Bonneville Authorized Representative shall notify the Reclamation Authorized Representative as soon as possible of any unforeseen event that may prevent the transfer of funds to Reclamation.

(k) The JOC shall operate in a manner that is consistent with the missions, operating plans, and legal authorities of the Parties.

8. TRANSFER OF FUNDS TO RECLAMATION

(a) Bonneville agrees to make payments to Reclamation for O&M Power Costs and any applicable Performance Incentives. Such payments shall only be made out of net proceeds as defined in 16 U.S.C. 838k(b).

(b) Bonneville shall transfer cash to the transfer (allocation) account in the U.S. Treasury on a monthly basis or more frequently as needed, for Reclamation to achieve its disbursement requirements.

(c) Bonneville agrees to Reclamation's use of Online Payment and Collection (OPAC) or some other mutually agreed-upon electronic transfer method for the transfer of such funds to Reclamation.

(d) Bonneville payments to Reclamation under this Agreement will only be made for O&M Power Cost items, as detailed in this Agreement or its exhibits.

(e) The estimated cost of a single piece of O&M Power Equipment shall not exceed $250,000 for Grand Coulee, or $100,000 for any other Reclamation Project. Any piece of O&M Power Equipment costing more than these amounts will not be funded under this Agreement, unless approved by the JOC.

(f) The estimated cost of any Generation Additions, Improvements, and Replacements shall not exceed $250,000 for Grand Coulee, or $100,000 for any other Reclamation Project. Any Generation Additions, Improvements, and Replacements costing more than these amounts will not be funded under this Agreement, unless approved by the JOC.

(g) For any interests, rights or obligations that Reclamation sells, assigns, or transfers in accordance with section 13 of this Agreement, the Parties shall

agree upon the associated amount of O&M Power Costs to be deleted from this Agreement.

(h) Any O&M Power Cost items that are funded through methods other than this Agreement will not be reimbursed under this Agreement by Bonneville.

9. COMPARISON OF ACTUAL O&M POWER COSTS TO ANNUAL POWER BUDGET FOLLOWING EACH FISCAL YEAR

(a) **Review by JOC**

Within 90 days following the end of each Fiscal Year, Reclamation shall provide an accounting of the actual O&M Power Costs incurred to the Authorized Representatives, and the JOC shall convene to compare such actual O&M Power Costs incurred by Reclamation to the Annual Power Budget amount. Each such comparison shall exclude the amount of the Performance Incentives in the Annual Power Budget, and shall also exclude any amounts earned under section 9(b)(2) from a previous year or years.

(b) **Actual O&M Power Costs Less Than Annual Power Budget**

(1) If actual O&M Power Costs were less than anticipated due to program deferrals or undelivered orders, the total amount of such deferrals or undelivered orders shall be available for use in a future Fiscal Year.

(2) If actual O&M Power Costs were less than anticipated due to a savings that is not expected to be occurring at a future date (i.e., efficiency gains, staff reductions, or changes in maintenance practices), these savings will be shared equally between the Parties; 50 percent of the savings shall remain with Bonneville and shall not be available for use by Reclamation during any future Fiscal Year after such time that a savings has been determined. Reclamation's share of the savings shall be available for use for Reclamation Projects in a future Fiscal Year, for items described under O&M Power

Costs that are necessary for unplanned work that is not included in the Annual Power Budget, and is mutually beneficial to the Parties.

(3) In the event that there are any amounts pursuant to section 9(b)(1) or section 9(b)(2) during a Fiscal Year, these amounts shall be available for Reclamation's use in a future Fiscal Year for O&M Power Cost items. Such amounts shall be held by Bonneville in a separate budget item, and shall be available for use by Reclamation; **provided, however,** that the total amount used during any Fiscal Year shall not exceed $3 million, unless approved by the JOC prior to expenditure. To the extent possible, Reclamation shall either (A) provide to the JOC a revised Five-Year Power Budget that incorporates such amounts; or (B) provide the JOC with an estimate of when such amounts would be spent in a subsequent Five-Year Power Budget. Revisions to any current Five-Year Power Budget shall be made in accordance with section 4(c) of this Agreement. The cumulative amounts in this budget item shall not exceed ten million dollars ($10 million), unless otherwise agreed to in writing by Bonneville. Amounts remaining in this budget item can be extended beyond the current Five-Year Power Budget.

(c) **Actual O&M Power Costs Greater Than Annual Power Budget**
If the actual O&M Power Costs are greater than the Annual Power Budget, then the remaining Fiscal Year(s) in the Five-Year Power Budget shall be reduced by the amount of such excess, such that the Five-Year Power Budget total remains unchanged. The Parties shall prepare and execute a revision to Exhibit A to reflect such reduced amounts.

10. DISPUTE RESOLUTION

(a) If a dispute arises between the Parties regarding the terms, conditions, or performance of obligations under this Agreement, then the Parties shall continue performance under this Agreement pending resolution of such

dispute. Parties shall first seek to resolve any dispute by negotiations between the management of the Parties prior to giving notice of initiation of mediation under this Agreement.

(b) Upon the written notice from either Party to the other Party, any and all disputes arising under the terms of this Agreement or out of performance under this Agreement are subject to mediation on any issue, including without limitation, issues of fact, any law relating to performance under this Agreement, and contract interpretation.

(c) Reclamation and Bonneville shall agree upon a mediator and a set of procedures for the conduct of any mediation. In the event Reclamation and Bonneville have not agreed to a set of procedures prior to a notice of dispute under this section 10, then the mediator chosen above shall establish such procedures.

(d) If the mediation process above does not result in a settlement, then upon written notice, either Party may propose for agreement by the other Party, arbitration on any issue, including without limitation, issues of fact, any law relating to performance under this Agreement, and contract interpretation.

(e) Reclamation and Bonneville may agree to a set of procedures for the conduct of any arbitration under this section 10. In the event Reclamation and Bonneville do not develop a set of procedures prior to commencing arbitration of a dispute under this section 10, then the Commercial Arbitration Rules, except those pertaining to court enforcement of a decision, of the American Arbitration Association would be used for that dispute.

11. AUDITS

(a) Each Party shall reserve the right to audit and to examine any cost, payment, settlement, or supporting documentation, including, but not limited to, audit reports resulting from any items set forth in this Agreement. Any audit(s)

shall be undertaken by either Party's representative(s) upon reasonable notice to the other Party and at reasonable times and in conformance with generally-accepted auditing standards. The right to conduct audits shall include Project sites and facilities. The Party being audited agrees to cooperate fully with any such audit(s). The right to audit a cost shall extend for a period of 3 years following the last day of the Fiscal Year in which such cost was incurred under this Agreement. The Parties agree to retain all records and documentation related to this Agreement prepared in the normal course of business for the entire length of this audit period. The Parties agree that all accounting and records shall be maintained in accordance with generally-accepted accounting principles.

(b) The Party being audited shall be notified in writing of any exception taken as a result of an audit promptly after completion of the audit. The Party being audited shall have 30 days to review the notice of exception.

12. AGREEMENT REVISIONS

Except as otherwise expressly provided to the contrary in this Agreement, the provisions of the body of this Agreement and Exhibit A may be amended only by mutual written agreement of the Parties. Exhibits B and C may be revised following written agreement by each Party's Authorized Representative.

13. ASSIGNMENT

(a) Rights shall not be assigned, and obligations shall not be delegated under this Agreement.

(b) In the event of such assignment or transfer, Reclamation shall provide Bonneville with notice of the assignment or transfer, together with a true copy of the instrument of assignment or transfer not less than 10 days prior to the intended date of execution.

(c) This Agreement shall not be to the benefit of and binding upon the respective successors and assigns of the Parties.

14. HOLD HARMLESS

(a) **Reclamation Obligation to Hold Bonneville Harmless**
Reclamation shall hold Bonneville harmless from all claims, damages, losses, liability and expenses arising from negligent or other tortious acts or omissions of Reclamation, its employees, agents, or contractors arising under this Agreement, to the extent permitted by the Federal Tort Claims Act.

(b) **Bonneville Obligation to Hold Reclamation Harmless**
Bonneville shall hold Reclamation harmless from all claims, damages, losses, liability and expenses arising from negligent or other tortious acts or omissions of Bonneville, its employees, agents, or contractors arising under this Agreement, to the extent permitted by the Federal Tort Claims Act.

15. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries of this Agreement.

16. NOTICES

Unless the Agreement requires otherwise, any notice, demand, or request provided for in this Agreement, or served, given, or made in connection with it, shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by electronic transfer, or by acknowledged delivery, or sent by registered or certified mail, postage prepaid, to the persons specified below:

To Bonneville:
United States Department of Energy
Bonneville Power Administration
905 NE. 11th Avenue (97232)
P.O. Box 3621
Portland, OR 97208-3621
Attn: Manager, Federal Hydro Projects - MGC

To Reclamation: United States Department of the Interior
Bureau of Reclamation
1150 N. Curtis
Boise, ID 83706-1234
Attn: Regional Finance Manager - PN-1800
Program Manager, Facility O&M - PN-3200

Any Party may, by written notice to the other Parties, change the designation or address of the person so specified as the one to receive notices pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in several counterparts.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By **/S/ RANDALL W. HARDY**
Administrator and
Chief Executive Officer

Name Randall W. Hardy
(Print/Type)

Date December 6, 1996

UNITED STATES OF AMERICA
Department of the Interior
Bureau of Reclamation

By **/S/ ELUID L. MARTINEZ**

Name Eluid L. Martinez
(Print/Type)

Title Commissioner

Date December 11, 1996

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FIVE-YEAR POWER BUDGET

Power Budget for FY 1997 ($000)

Major Line Items	FY 1997 Base Request	Extraordinary Maintenance	Replacements and Additions	O&M Power Costs FY 1997	Appropriated Multipurpose Items
General Coordination	506			506	
Boise	2,589	30	469	3,088	140
Columbia Basin	27,705	10	2,463	30,178	500
Leavenworth Fish Hatchery	1,594			1,594	
Intertie Development	250			250	
Cultural Resource Activities					
National Historic Preservation Act Compliance	470			470	
Hungry Horse	1,893	45	112	2,050	180
Minidoka	4,402	125	2,275	6,802	40
Yakima	1,715	155	315	2,185	
FY 1997 TOTALS FOR REGION	**41,124**	**365**	**5,634**	**47,123**	**860**
Performance Incentive	0				

Power Budget for FY 1998 ($000)

Major Line Items	FY 1998 Base Request	Extraordinary Maintenance	Replacements and Additions	O&M Power Costs FY 1998	Appropriated Multipurpose Items
General Coordination	521			521	
Boise	2,737	370	150	3,257	395
Columbia Basin	28,530	285	3,159	31,974	2,191
Leavenworth Fish Hatchery	1,559			1,559	
Intertie Development	350			350	
Cultural Resource Activities					
National Historic Preservation Act Compliance	470			470	
Hungry Horse	1,903	497	435	2,835	251
Minidoka	3,911	435	407	4,753	150
Yakima	1,799	300	260	2,359	
FY 1998 TOTALS FOR REGION	**41,780**	**1,887**	**4,411**	**48,078**	**2,987**
Performance Incentive	382				

Power Budget for FY 1999 ($000)

Major Line Items	FY 1999 Base Request	Extraordinary Maintenance	Replacements and Additions	O&M Power Costs FY 1999	Appropriated Multipurpose Items
General Coordination	537			537	
Boise	2,820	109	410	3,339	710
Columbia Basin	29,664	80	4,403	34,147	2,958
Leavenworth Fish Hatchery	1,805			1,805	
Intertie Development	350			350	
Cultural Resource Activities					
National Historic Preservation Act Compliance					
Hungry Horse	1,734	282	130	2,146	777
Minidoka	4,094	50	395	4,539	459
Yakima	1,852	400	144	2,396	445
FY 1999 TOTALS FOR REGION	**42,856**	**921**	**5,482**	**49,259**	**5,349**
Performance Incentive	377				

Power Budget for FY 2000 ($000)

Major Line Items	FY 2000 Base Request	Extraordinary Maintenance	Replacements and Additions	O&M Power Costs FY 2000	Appropriated Multipurpose Items
General Coordination	553			553	
Boise	2,900		605	3,505	770
Columbia Basin	30,625	80	3,389	34,094	4,540
Leavenworth Fish Hatchery	1,805			1,805	
Intertie Development	350			350	
Cultural Resource Activities					
National Historic Preservation Act Compliance					
Hungry Horse	1,785		517	2,302	318
Minidoka	4,150		290	4,440	80
Yakima	1,907		100	2,007	
FY 2000 TOTALS FOR REGION	**44,075**	**80**	**4,901**	**49,056**	**5,708**
Performance Incentive	387				

Power Budget for FY 2001 ($000)

Major Line Items	FY 2001 Base Request	Extraordinary Maintenance	Replacements and Additions	O&M Power Costs FY 2001	Appropriated Multipurpose Items
General Coordination	570			570	
Boise	2,934	145	475	3,554	580
Columbia Basin	31,606	80	3,065	34,751	3,201
Leavenworth Fish Hatchery	1,813			1,813	
Intertie Development	350			350	
Cultural Resource Activities					
National Historic Preservation Act Compliance					
Hungry Horse	1,837		450	2,287	311
Minidoka	4,270		250	4,520	80
Yakima	1,958		100	2,058	
FY 2001 TOTALS FOR REGION	**45,338**	**225**	**4,340**	**49,903**	**4,172**
Performance Incentive	394				

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ANNUAL POWER BUDGET

Power Budget for Fiscal Year 1997 ($000)

Major Line Items	FY 1997 Base Request	Extraordinary Maintenance	Replacements and Additions	O&M Power Costs FY 1997	Appropriated Multipurpose Items
General Coordination	506			506	
Boise	2,589	30	469	3,088	140
Columbia Basin	27,705	10	2,463	30,178	500
Leavenworth Fish Hatchery	1,594			1,594	
Intertie Development Cultural Resource Activities	250			250	
National Historic Preservation Act Compliance	470			470	
Hungry Horse	1,893	45	112	2,050	180
Minidoka	4,402	125	2,275	6,802	40
Yakima	1,715	155	315	2,185	
FY 1997 TOTALS FOR REGION	**41,124**	**365**	**5,634**	**47,123**	**860**
Performance Incentive	0				

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PERFORMANCE INDICATORS AND PERFORMANCE INCENTIVES

1. PERFORMANCE OBJECTIVES

(a) **Operational Objectives -** In accordance with standard utility practice (Federal Energy Regulatory Commission, Western Systems Coordination Council, Northwest Power Pool) the generating projects were operated to meet the overall system operating requirements and to practice effective water management to the generating system. This takes into consideration reserve allocations, adherence to voltage control schedules, switching reliability, communication links between Bonneville and Reclamation, and water availability.

(b) **Maintenance Objectives -** Generation availability targets are met or exceeded based on a month-by-month equivalent availability which takes into consideration the planned outages, forced outages, and any unit deratings. Transmission switchyard maintenance is accomplished as scheduled and there are no inadvertent power system disruptions. The generation and transmission availability will be based on the maintenance and outage schedule that is agreed to by Bonneville and Reclamation. Bonneville and Reclamation shall coordinate maintenance activities to make the best use of crews, contractors, and equipment.

(c) **Budgetary Objectives -** The Joint Operating Committee (JOC) shall establish the Annual Power Budget. The Annual Power Budget shall not be exceeded unless there has been some unforeseen event which the JOC has been notified of, or there has been direction from Bonneville and agreement between the Parties that causes the Annual Power Budget to be exceeded.

2. PERFORMANCE INDICATORS

Any unforeseen events or agreed-to changes that have an impact on the Performance Indicators shall be taken into consideration in the measurement of performance.

(a) **Operational Standards and Indicators**

(1) STANDARD - In accordance with standard utility practices; maintain adherence to established voltage schedules, maintain communication between Bonneville dispatchers and the generating facilities to assure reserves are kept to proper or requested levels, and assure that there are no inadvertent power system equipment trips.

INDICATOR - There are no breakdowns in communication systems, AGC links are maintained and there are no major system disruptions due to inadvertent power system trips.

(2) STANDARD - Generating facilities are responsive to Bonneville requests for system support needs; i.e., remedial action scheme requests, deviation responses, thermal line overloads requiring reduced generation.

INDICATOR - Generating facilities respond in a manner to Bonneville requests that are no major system disruptions. Area control error deviations are returned to zero within 10 minutes.

(3) STANDARD - Generating facilities are operated to meet the overall system needs (i.e., Federal Columbia River Power System operating requirements).

INDICATOR - A subgroup of the JOC is established and meets on a regular basis, at least twice per Fiscal Year, to discuss and implement ways in which the system can operate as efficiently as possible.

(b) **Maintenance Standards and Indicators**

(1) STANDARD - A maintenance and outage schedule is agreed to among the JOC and put in place by September 1 preceding the Fiscal Year start. Any changes to this are coordinated through the JOC.

INDICATOR - A maintenance and outage schedule is in place by October 1.

(2) STANDARD - The agreed-to maintenance and outage schedule is adhered to, with the exception of any unforeseen events or agreed-to changes.

INDICATOR - Any changes to the maintenance and outage schedule is coordinated in advance of the outage. Bonneville is notified in a timely manner of any changes required due to unforeseen circumstances.

(3) STANDARD - The actual equivalent unit availability is met or exceeded when compared to what had been planned and agreed to at

the beginning of the year with the maintenance and outage schedule. The equivalent unit availability takes into consideration planned outages, forced outages, and any unit deratings.

INDICATOR - The actual equivalent unit availability is greater than the planned.

(4) STANDARD - Bonneville and Reclamation maintenance activities are coordinated to make the best use of crews, contractors, and equipment.

INDICATOR - Bonneville and Reclamation meet at least every 6 months to coordinate maintenance activities.

(c) **Budgetary Standard and Indicator**

STANDARD - Total Annual Power Budget, Exhibit B, is not exceeded.

INDICATOR - Actual expenditures for the Total Annual Power Budget, Exhibit B, is compared to the beginning-of-year estimates or agreed-to changes at the end of the year to assure that it is not exceeded.

3. PERFORMANCE INCENTIVES

(a) A Performance Incentive shall be available to Reclamation in the maximum amount of 1 percent of the base salary level for Reclamation personnel in the Annual Power Budget.

(b) Each Annual Power Budget shall contain a line item for the annual Performance Incentive. The Performance Incentive for a specific year shall be included in the following year's Annual Power Budget. The final year's Performance incentive within a Five-Year Power Budget period shall be included in the first year of the next Five-Year Power Budget period.

(c) Within 60 days of the completion of each Fiscal Year, Reclamation will prepare and submit to the JOC information relating to the Performance Indicators.

(d) The JOC will review this information and any other relevant material to determine to what extent the Performance Objectives have been achieved.

(e) If eight or more of the Performance Indicators are achieved, the maximum amount of the Performance Incentive shall be paid to Reclamation.

(f) If five to seven of the Performance Indicators are achieved, 70 percent of the maximum amount of the Performance Incentive shall be paid to Reclamation.

(g) However, if the Budgetary Performance Indicator in section 2(c) above is exceeded by more than five (5) percent, no Performance Incentive shall be paid.

(h) If an incentive has been achieved, as determined by the JOC, Reclamation shall invoice Bonneville the amount recommended by the JOC.

(i) Reclamation shall maintain records of its performance incentive activities adequate for Office of Personnel Management review.

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AUTHENTICATED

No. 98PB-10211
12/5/97

MEMORANDUM OF AGREEMENT

between the

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and the

DEPARTMENT OF THE ARMY

Direct Funding of Power Operations and Maintenance Costs at Corps Projects

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Exhibit A	(Five Year Power Budget)	
Exhibit B	(Annual Power Budget)	
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This MEMORANDUM OF AGREEMENT (Agreement), is executed by the Administrator of the BONNEVILLE POWER ADMINISTRATION (BPA) and the Assistant Secretary of the Army (Civil Works), each sometimes hereinafter referred to individually as "Signatory" and jointly as "Signatories." This Agreement shall be implemented by BPA and the U.S. ARMY CORPS OF ENGINEERS, NORTHWESTERN DIVISION, Division Commander, (the Corps), each sometimes hereinafter referred to individually as "Party" and jointly as "Parties."

W I T N E S S E T H :

WHEREAS the Corps operates and maintains hydroelectric power generation facilities in the Pacific Northwest, and BPA markets and transmits the hydropower output that is not required in the operation of the Corps projects; and

WHEREAS under this Agreement, BPA will direct fund annual Operations and Maintenance (O&M) Power Costs pursuant to the terms and conditions contained herein; and

WHEREAS a portion of the Corps' O&M budget will continue to be provided through appropriations by the U.S. Congress; and

WHEREAS BPA currently makes U.S. Treasury payments equal to the Corps' annual O&M Power Costs allocated to power, and such O&M Power Costs include interest on and amortization of the Corps' capital investments allocated to power in the Pacific Northwest; and

WHEREAS BPA has a business interest in the formulation, prioritization, and efficient execution of the hydropower O&M program and, conversely, the Corps has a business interest in the impacts of BPA's market decisions; and

WHEREAS the Corps has the responsibility to operate to serve authorized project multiple purposes, including the generation of power; and

WHEREAS the Corps has the responsibility for the technical integrity and public safety associated with the projects and associated facilities; and

WHEREAS the Corps and BPA will collaborate in the planning, design, construction, O&M activities of the Corps' facilities and projects, with the Corps retaining the responsibility to ensure the integrity of the power generation facilities; and

WHEREAS the Corps and BPA will collaborate in the planning and management of the O&M Power Costs; and

WHEREAS the Corps' and BPA's strategic visions shall serve as a basis for establishing an effective partnership while serving the general public interests inherent in the project authorities; and

WHEREAS the Corps and BPA are seeking to establish procedures whereby the O&M Power Costs are funded reliably and adequately in a manner that is mutually beneficial to the Parties; and

WHEREAS the Corps has the authority to incur obligations to the extent reflected in this Agreement; and

WHEREAS this Agreement is entered into pursuant to the authority contained in the National Energy Policy Act of 1992, Public Law 102-486, Section 2406 (the Act); and

WHEREAS BPA is authorized pursuant to law to market electric power and energy generated at various Federal hydroelectric projects in the Pacific Northwest or acquired from other resources, to construct and operate transmission facilities, to provide transmission and other services, and to enter into agreements to carry out such authority;

NOW, THEREFORE, the Parties and Signatories hereto mutually agree as follows:

1. TERM, EXTENSION, AND TERMINATION

(a) Term of Agreement

This Agreement shall be in effect when executed by the Signatories and shall continue in effect through September 30, 2008, unless extended as provided for in Section 1(b), or terminated earlier as provided in Section 1(c)(1). All liabilities incurred hereunder are preserved until satisfied.

(b) Extension of Agreement

During the Fiscal Year that begins October 1, 2002, the Signatories may, if mutually agreeable, extend the term of this Agreement by an additional five Fiscal Years, until September 30, 2013 (a 10-year term). In this event, the Signatories shall prepare and execute an amendment to this Agreement to accomplish such extension. The Signatories may, if mutually agreeable, extend the term of this Agreement in five-year increments past the year 2013. The Signatories may agree to such extensions by the end of the fifth Fiscal Year, of any 10-year term.

(c) Termination of Agreement

(1) Unilateral Termination Rights

Either Signatory may terminate this Agreement upon written notice to the other Signatory; provided, however, that any such written notice shall specify a termination date that is at least two Fiscal Years subsequent to the date shown on the notice. In the event of termination, BPA shall continue to be responsible for all costs incurred by the Corps under this Agreement and for the costs of closing out or transferring any ongoing contracts.

(2) Termination Option Following Third-Year Review

Within 180 days following the end of the third Fiscal Year of this Agreement, the Joint Operating Committee (JOC) shall compile

information, prepare, and submit a report to the Parties and Signatories. Such report shall provide an in-depth analysis of the cost effectiveness and efficacy of performance under this Agreement. Such report shall be provided to the Office of Management and Budget (OMB). If, within 30 days following receipt of such report, either Signatory determines that this Agreement is not achieving the benefits anticipated, then either Signatory may provide written notice to terminate this Agreement in accordance with Section 1(c)(1).

2. DEFINITIONS

(a) "Annual Power Budget" means an annual budget prepared by the Corps that specifies O&M Power Costs for each Project for the upcoming Fiscal Year. Each Annual Power Budget shall be attached hereto as Exhibit B.

(b) "Authorized Representative" means one representative appointed by BPA and one representative appointed by the Corps to serve as lead representatives on the JOC.

(c) "Corps Project" means any of the Corps' facilities associated with hydroelectric power generation facilities located in the Pacific Northwest for which BPA is the designated Federal power marketing agency.

(d) "Fiscal Year" means a one year period that begins on October 1 and ends on the following September 30.

(e) "Five Year Power Budget" means the estimated maximum amounts of the Annual Power Budgets for five consecutive Fiscal Years that BPA will direct fund under this Agreement. Each Five Year Power Budget shall be attached hereto as Exhibit A.

(f) "Hydropower Specific Costs" means all costs for labor, materials, and expenses incurred in the O&M, repair, replacement, additions and efficiency improvements to the powerplant generating and accessory electrical and

mechanical equipment. Such costs also include the switchyard electrical and mechanical equipment to the point where electricity leaves for transmission by the marketing agency. Costs for planning, design, and related activities in support of the hydropower program are included in this category.

(g) "Joint Operating Committee" (JOC) means a committee comprised of the Authorized Representative of each Party and other designated participants.

(h) "Joint Use Costs" means all costs for labor, materials, and expenses incurred in the O&M, repair, replacement, additions, and efficiency improvements to the dam structures, reservoir, buildings, grounds and utilities, and appurtenant equipment and accessories that are shared with other project purposes. Costs for planning, design, water control management, dam safety, and related activities in support of the above are included in this category.

(i) "O&M Power Costs" means, for activities performed at the Corps Projects: (1) power O&M expense costs incurred by the Corps, which include Hydropower Specific Costs and the power portion of Joint Use Costs; and (2) power capital items funded under the Annual Power Budget.

(j) "Performance Indicators" means specific operational or budgetary indicators established by the JOC for each Fiscal Year. Performance Indicators shall be as described in Exhibit C.

(k) "Prior Bonneville Payment Obligation" means an obligation for the payment or transfer of cash by BPA other than payments; (i) provided under this Agreement; (ii) under other agreements entered into under 16 U.S.C. section 839d-1; and/or (iii) described in 16 U.S.C. 838i(b)(8)-(10).

3. EXHIBITS: INTERPRETATION

Five Year Power Budget (Exhibit A), Annual Power Budget (Exhibit B), and Performance Indicators (Exhibit C) are attached hereto and hereby made a part of this Agreement. If there is a conflict between the body of this Agreement and the exhibits attached hereto, then the body of this Agreement shall prevail.

4. BUDGETS

The Parties agree to develop, through the JOC, a Five Year Power Budget for the purposes of inclusion in the BPA rate case and to fund the Corps O&M Power Costs. The Five Year Power Budget consists of five separate Annual Power Budgets. The total amount of the Five Year Power Budget remains fixed over the designated five-year term, unless revised as provided for in Section 4(a)(3). The Corps shall for information purposes include in the Annual Power Budget as a separate item the power portion of any Joint Use Costs for which the Corps expects to receive an appropriation, and for which BPA is expected to reimburse the Treasury.

(a) FIVE YEAR POWER BUDGET

(1) Initial Five Year Power Budget

The initial Five Year Power Budget shall become effective on October 1, 1998, and is attached hereto as Exhibit A.

(2) Subsequent Five Year Power Budgets

Based upon discussions in the JOC and no later than June 15 of the fourth Fiscal Year during a Five Year Power Budget, the Corps shall prepare and submit to BPA a revised Five Year Power Budget to become effective on October 1 of the sixth Fiscal Year. The June 15 submittal shall be coordinated with BPA's annual request for budget information. Any subsequent Five Year Power Budget shall not become effective unless approved by the Parties. If either Party does not approve a Five Year Power Budget, that Party shall provide written notice to the other, stating its reasons for disapproval. The Parties shall then use reasonable efforts to agree on a Five Year Power Budget. Following agreement by the Parties, the Parties shall prepare and execute a revision to Exhibit A for the subsequent five-year period.

(3) Revision of a Five Year Power Budget Prior to its Expiration

Any budget revisions shall be initiated by the JOC. Any proposed revision to a Five Year Power Budget shall not become effective unless approved by the Parties. If either Party does not approve a proposed revision to a Five Year Power Budget, that Party shall provide written notice to the other, stating the reasons for disapproval. The Parties shall then use reasonable efforts to agree on a revision to the Five Year Power Budget. Following agreement by the Parties, the Parties shall prepare and execute a revision to Exhibit A for the remaining period of such revised Five Year Power Budget. Appropriate changes shall also be made, as necessary, in any Annual Power Budget, Exhibit B.

(4) **Disagreement on New Five Year Power Budget**

If the Parties cannot agree to a new Five Year Power Budget prior to expiration of the existing Five Year Power Budget, then the last executed Annual Power Budget shall be extended in one year increments. Each subsequent year's Annual Power Budget shall be equal to the most recently executed Annual Power Budget, adjusted to include budgets for any deferrals, undelivered orders, or savings in accordance with Section 5. The adjusted Annual Power Budget will remain in effect until a new Five Year Power Budget is agreed to or established in accordance with Section 9, Dispute Resolution of this Agreement.

(b) ANNUAL POWER BUDGET

(1) **Initial Annual Power Budget**

The initial Annual Power Budget shall be effective on October 1, 1998, and is attached hereto as Exhibit B.

(2) **Subsequent Annual Power Budgets**

No later than June 15 of each Fiscal Year, the JOC shall meet to review and to approve any revisions to the next Fiscal Year's Annual Power Budget. The Authorized Representatives shall prepare and execute a revised Exhibit B for the next Fiscal Year. Each

June 15 submittal shall be coordinated with BPA's annual request for budget information.

(3) **Revision of Annual Power Budget Prior to its Expiration**
The JOC may revise any Annual Power Budget prior to its expiration. The Authorized Representatives shall prepare and execute a revision to Exhibit B for the remaining period of the Fiscal Year. Any revisions shall not change the total amount of the Five Year Power Budget, unless the Parties agree in writing pursuant to Section 4(a)(3).

5. COMPARISON OF ACTUAL O&M POWER COSTS TO ANNUAL POWER BUDGET FOLLOWING EACH FISCAL YEAR

(a) **Review By JOC**
Within 90 days following the end of each Fiscal Year, the Corps shall provide an accounting of the actual O&M Power Costs incurred to the Authorized Representatives, and the JOC shall convene to compare such actual O&M Power Costs incurred by the Corps to the Annual Power Budget amount. Each comparison shall exclude any amounts available under Section 5(b)(2) from a previous year or years.

(b) **Actual O&M Power Costs Less Than Annual Power Budget**

(1) If actual O&M Power Costs were less than anticipated due to program deferrals or undelivered orders, the total amount of such deferrals or undelivered orders shall be available for use in a future Fiscal Year.

(2) If actual O&M Power Costs were less than anticipated due to a savings that is not expected to occur at a future date (i.e., efficiency gains, or changes in maintenance practices), these savings will be shared equally between the Parties. Fifty percent of the savings shall remain with BPA. The Corps' share of the savings shall be available for mutually-beneficial use for the Corps Projects in a future Fiscal Year.

(3) In the event that there are any amounts pursuant to Section 5(b)(1) or Section 5(b)(2) during a Fiscal Year, these amounts shall be available for the Corps' use in a future Fiscal Year for O&M Power Cost items. Such amounts shall be held by BPA in a separate budget item, and shall be available for use by the Corps provided, however, that the total amount used during any Fiscal Year shall not exceed five million dollars ($5 million), unless approved by the JOC prior to expenditure. To the extent possible, the Corps shall either: (A) provide to the JOC a revised Five Year Power Budget that incorporates such amounts; or (B) provide the JOC with an estimate of when such amounts would be spent in a subsequent Five Year Power Budget. Revisions to any current Five Year Power Budget shall be made in accordance with Section 4(a)(3) of this Agreement. The cumulative amounts in this budget item shall not exceed twenty million dollars ($20 million), unless otherwise agreed to in writing by BPA. Amounts remaining in this budget item can be extended beyond the current Five Year Power Budget.

6. TRANSFER OF FUNDS TO CORPS

(a) BPA shall pay all costs, including overhead charges, on O&M requirements, addition, replacement, or improvement work pursuant to mutually-agreed upon Five Year Power Budgets, and Annual Power Budgets entered into under this Agreement. The cost of overhead charges shall be determined in accordance with the Corps policy and with General Accounting Office principles and standards.

(b) BPA shall obligate 100 percent of the annual funding requirements set forth in the Annual Power Budget at the beginning of each Fiscal Year. This obligation sets aside funds as budgetary resources for the Corps and certifies the availability of funds to the Corps, but does not transfer any of BPA's repayment responsibilities to the Department of the Army or the Corps. By

means of the Annual Power Budget, BPA enters into a binding agreement that obligates BPA to fund all costs associated with the Annual Power Budget and guarantees the availability of funds to the Corps for work specified in the Annual Power Budget, subject only to the termination provisions of this Agreement.

(c) The Annual Power Budgets are the documents which the Corps is authorized to obligate against and fulfills the same functions as an SF 1151, Non-Expenditure Transfer Authorization. Mutually agreed upon Five Year Power Budgets, Annual Power Budgets, and any respective revisions thereto shall be forwarded to Headquarters, USACE (HQ USACE), ATTN: CERM-FC, Washington, DC 20314-1000. Approved Power Budgets will be used by Headquarters, U.S. Army Corps of Engineers (HQ USACE) for issuance of Work Allowance Documents for each project to the performing Corps District.

(d) The Corps has reprogramming authority, in consultation with BPA, to transfer all funds between Corps Projects once funds are issued by HQ USACE. This transfer authority will not affect the total Annual or Five Year Power Budget. The Corps Authorized Representative will report at least monthly all reprogramming action to the BPA Authorized Representative.

(e) The BPA Fund is established pursuant to 16 U.S.C. §838 and consists of, inter alia, all proceeds derived from the sale of bonds, notes and other evidences of indebtedness, all receipts, collections and recoveries of BPA, and Congressional appropriations made to BPA. The BPA Administrator is authorized to make expenditures out of the BPA Fund for authorized purposes, such as funding work proposed pursuant to the Act, provided such program expenditures have been submitted to Congress in BPA's budget.

(f) BPA shall make cash transfers to the Corps from the BPA Fund in advance of any Corps disbursements. The Corps' request for payment for expenditures

incurred pursuant to the Annual Power Budget is not subject to audit or certification in advance of payment. The U.S. Treasury's On-Line Payment and Collection System (OPAC), or a mutually agreed upon alternative, will be used to accomplish the necessary cash transfer from the BPA Fund.

(g) Both Parties agree to provide each other all pertinent power related financial information, including but not limited to: estimated OPAC cash transfers and other financial transactions, accounting records, underlying assumptions, methodology, and data as needed to assist their respective efforts.

(h) Notwithstanding any other provision of this Agreement, BPA shall make payments hereunder subject to the prior application of amounts in the BPA Fund to the payment of Prior Bonneville Payment Obligations then due.

(i) Any O&M Power Cost items that are funded through methods other than this Agreement will not be funded by BPA pursuant to this Agreement.

7. PERFORMANCE INDICATORS

Performance Indicators shall be used to establish a basis for measuring and evaluating performance under this Agreement. The Performance Indicators shall become effective on October 1, 1998, and shall be as described in Exhibit C. No later than June 15 of each Fiscal Year the JOC shall prepare and execute a new Exhibit C to become effective on the following October 1.

8. JOINT OPERATING COMMITTEE RESPONSIBILITIES

(a) The JOC shall consist of members from both Parties, with consistent representation from BPA's generation supply and accounting operations. The Corps shall have representation as necessary to reflect corporate, financial, operations, and project interests.

(b) Each Party's Authorized Representative shall have one vote and shall be the only voting member of the JOC for that Party.

(c) The Authorized Representatives shall serve as the central point of contact on the implementation of the terms and conditions under this Agreement. The Authorized Representatives shall provide for consistent and effective communication between the Corps and BPA.

(d) In accordance with Section 4 of this Agreement, the JOC shall discuss subsequent Five Year Power Budgets and shall initiate any revisions of Five Year Power Budgets. The JOC shall review and approve any revisions to current and subsequent Annual Power Budgets, if necessary. The JOC shall execute any changes to Exhibit B.

(e) Within the time limits and in accordance with the provisions of Section 5 of the Agreement, the JOC shall compare the actual O&M Power Costs incurred by the Corps to the Annual Power Budget following each Fiscal Year.

(f) The JOC shall develop, review, and approve Performance Indicators as provided in Section 5 of the Agreement. The JOC shall execute Exhibit C.

(g) The JOC may designate subgroups which shall not have any of the authorities of the JOC, but shall report to and be responsible to carry out the instructions of the JOC.

(h) The JOC shall serve as a forum for the Parties to discuss the coordination of the Corps and BPA's O&M schedules, outage schedules, and other issues. The JOC shall discuss in a timely manner all budgeted expenditures for construction and O&M at Corps Projects which impact the BPA rate case.

(i) The Corps and BPA's Authorized Representatives shall notify each other as soon as possible in advance of any extraordinary event that may impact power generation and would not be reported through any existing process.

(j) The BPA Authorized Representative shall notify the Corps Authorized Representative as soon as possible in advance of any unforeseen event that may prevent the transfer of funds to the Corps.

(k) The JOC shall operate in a manner that is consistent with the missions, operating plans, and legal authorities of the Parties.

(l) During the JOC's first meeting, the JOC shall initiate a review of the practices and procedures of each agency to identify areas where changes could improve the overall efficiency of the hydropower program in the region by incorporating more business-like processes and decisionmaking. Thereafter, the JOC shall perform periodic reviews at an agreed upon frequency. Upon completion of each review, the JOC shall expeditiously provide its recommendations to the respective agency for consideration and possible implementation.

(m) This subsection defines a budget procedure for Hydropower Specific Costs for capital investments, including deferred investments, that may be made at Corps Projects under the authority of the 1994 MOA between BPA and the Department of the Army entered into under the Act (1994 MOA).

(1) The JOC jointly shall inventory the Corps Projects to identify needs and opportunities for capital investment.

(2) The JOC jointly shall develop the analytical tools and processes used to review this inventory. The JOC shall assess the performance of the Corps Projects under this Agreement in accordance with Exhibit C and evaluate the results using standards developed by the JOC.

(3) BPA shall provide the market related data to be used in these studies.

(4) The JOC shall identify the transmission reliability investments at Corps projects.

(5) The JOC shall develop the estimated cost and schedule of the potential investments.

(6) The JOC shall rank and prioritize the potential investments using both the cost and schedule and estimated revenue information.

(7) The JOC shall make recommendations to the appropriate agency officials for capital investment pursuant to the 1994 MOA for incorporation into a multi-year capital investment budget.

(8) Practices of either agency which impede the analysis or implementation of any action under this Subsection shall be immediately reported to the Parties for immediate resolution.

(n) The JOC shall prepare the report required by Section 1(c)(2) of this Agreement.

9. DISPUTE RESOLUTION

In the event of a dispute under this Agreement, the Parties or Signatories shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication or other forms of mutually acceptable nonbinding alternative dispute resolution. This provision shall not apply to the decision to amend or terminate this Agreement.

(a) **Hydropower Specific Costs**

The Parties and Signatories agree that, in the event such good faith efforts fail to resolve the dispute related to Hydropower Specific Costs, they shall refer administrative and policy matters to the OMB for resolution. Matters of statutory interpretation and dispute shall be referred to the U.S. Department of Justice for resolution.

(b) **Joint Use Costs**

The Parties agree that, in the event such good faith efforts fail to resolve the dispute related to Joint Use Costs, they shall refer the dispute through administrative channels to the Assistant Secretary of the Army (Civil Works) for resolution. One of the options available to the Assistant Secretary is to use appropriated funds for the activity in dispute. This option does not relieve the BPA from its obligations to the U.S. Treasury.

10. AUDITS

(a) Each Party shall reserve the right to audit and to examine any cost, payment, settlement, or supporting documentation, including, but not limited to, audit reports resulting from any items set forth in this Agreement. Any audit(s) shall be undertaken by either Party's representative(s) upon reasonable notice to the other Party and at reasonable times and in conformance with generally-accepted auditing standards. The right to conduct audits shall include Project sites and facilities. The Party being audited agrees to cooperate fully with any such audit(s). The right to audit a cost shall extend for a period of three years following the last day of the Fiscal Year in which such cost was incurred under this Agreement. The Parties agree to retain all records and documentation related to this Agreement prepared in the normal course of business for the entire length of this audit period. The Parties agree that all accounting and records shall be maintained in accordance with generally-accepted accounting principles.

(b) The Party being audited shall be notified in writing of any exception taken as a result of an audit promptly after completion of the audit. The Party being audited shall have 30 days to review the notice of exception and respond.

11. AGREEMENT AMENDMENTS AND REVISIONS

Notwithstanding any other provisions of this Agreement, the body of this Agreement (excluding exhibits) may be amended only by mutual written agreement of the Signatories. Exhibit A (Five year Power Budget) may be amended only by mutual written agreement of the Parties. Exhibit B (Annual Power Budget) and Exhibit C (Performance Indicators) may be revised following written agreement by the JOC.

12. ASSIGNMENT

Rights under this Agreement shall not be assigned, and obligations shall not be delegated under this Agreement.

13. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries of this Agreement, and the intent of this Agreement is not to create any third party beneficiaries.

14. INFORMATION COORDINATION

Justification and explanation of this Agreement, or any Exhibit before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the Parties and Signatories. The Parties and Signatories may provide any assistance necessary to support each other's justification or explanations of the programs conducted under this Agreement. Each Party or Signatory shall be responsible for its own testimony before Congress. The Parties and Signatories shall coordinate public announcements, except that the Corps will respond to all inquiries relating to the its ordinary procurement and contract award and administration process and coordinate with BPA as appropriate. Each Party and Signatory shall make its best efforts to give the other advance notice before making any public statement regarding work contemplated, undertaken, or completed under this Agreement.

15. MISCELLANEOUS

(a) **Other Relationships or Obligations**

This Agreement is not intended to and does not alter or affect the statutory and other legal rights, authorities, responsibilities, and obligations of the Secretary of the Army and BPA and the right and authority of the Parties to interpret and implement any other statutory authority.

(b) **Survival**

The provisions of this Agreement which require continued performance of the work until its completion, after the expiration of this Agreement shall remain in force notwithstanding the expiration of this Agreement.

(c) **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

(d) **Transfer of Rights or Property**

In the event of assignment or transfer of Corps hydropower assets, the Corps shall provide BPA with notice of the assignment or transfer, together with a true copy of the instrument of assignment or transfer not less than 10 days prior to the intended date of execution. This Agreement shall not be to the benefit of and binding upon the respective successors and assigns of the Parties. The Parties shall agree upon associated amount of O&M Power Costs to be deleted from this agreement.

16. NOTICES

Unless the Agreement requires otherwise, any notice, demand, or request provided for in this Agreement, or served, given, or made in connection with it, shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by electronic transfer, or by acknowledged delivery, or sent by registered or certified mail, postage prepaid, to the persons specified below:

To BPA:

United States Department of Energy
BPA Power Administration
905 NE. 11th Avenue (97232)
P.O. Box 3621
Portland, OR 97208-3621
ATTN: Manager, Federal Hydro Projects - PGF

To the Corps:

United States Department of the Army
U.S. Army Corps of Engineers
Northwestern Division
P.O. Box 2870
Portland, OR 97208-2870
ATTN: Commander

Any Party may, by written notice to the other Party, change the designation or address of the person so specified as the one to receive notices pursuant to this Agreement.

IN WITNESS WHEREOF, the Signatories hereto have executed this Agreement in several counterparts.

Department of the Army	Department of Energy Bonneville Power Administration
By **/S/ JOHN ZIRSCHKY**	By **/S/ JACK ROBERTSON**
Name Dr. John Zirschky *(Print/Type)*	Name Jack Robertson *(Print/Type)*
Title Assistant Secretary of the Army (Civil Works)	Title Acting Administrator and Chief Executive Officer
Date **22 DEC 1997**	Date **22 DEC 1997**

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FIVE YEAR POWER BUDGET

Fiscal Year	Routine Power	Nonroutine Power	Subtotal	Routine Joint (BPA)	Nonroutine Joint (BPA)	Subtotal Joint (BPA)	Total BPA	Routine Joint (APPR)	Nonroutine Joint (APPR)	Subtotal Joint (APPR)	Subtotal Joint	Total BPA+ APPR
1999	$56,780	$3,000	$59,780	$43,220	$3,000	$46,220	$106,000	$17,755	$2,515	$20,270	$66,490	$126,270
2000	$57,111	$3,000	$60,111	$43,889	$3,000	$46,889	$107,000	$18,074	$2,515	$20,589	$67,478	$127,589
2001	$57,772	$3,000	$60,772	$44,228	$3,000	$47,228	$108,000	$18,295	$2,515	$20,810	$68,038	$128,810
2002	$61,134	$3,000	$64,134	$46,866	$3,000	$49,866	$114,000	$19,422	$2,515	$21,937	$71,803	$135,937
2003	$63,733	$3,000	$66,733	$48,267	$3,000	$51,267	$118,000	$20,130	$2,515	$22,645	$73,913	$140,645

Five Year Power Budget Total **$553,000**

Notes
- Dollars in $000

The Five Year Power Budget Total can only be revised by the Parties.

Total Program **$659,251**

Notes
- The data in this box is provided for informational purposes.
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ANNUAL POWER BUDGET, FISCAL YEAR 1999

Project	Routine Power	Nonroutine Power	Subtotal	Routine Joint (BPA)	Nonroutine Joint (BPA)	Subtotal Joint (BPA)	Total BPA	Routine Joint (APPR)	Nonroutine Joint (APPR)	Subtotal Joint (APPR)	Subtotal Joint	Total BPA+ APPR
Albeni Falls	$ 1,614	$ 100	$ 1,714	$ 1,522	$ 100	$ 1,622	$ 3,336	$ 31	$ 2	$ 33	$ 1,655	$ 3,369
Bonneville 1	$ 3,858	$ 100	$ 3,958	$ 4,092	$ 100	$ 4,192	$ 8,149	$ 4,092	$ 100	$ 4,192	$ 8,383	$ 12,341
Bonneville 2	$ 2,279	$ 100	$ 2,379	$ 1,724	$ 100	$ 1,824	$ 4,203			$ 0	$ 1,824	$ 4,203
Chief Joseph	$11,102	$ 250	$11,352	$ 1,036	$ 250	$ 1,286	$ 12,639			$ 0	$ 1,286	$ 12,639
Cougar	$ 400	$ 100	$ 500	$ 170	$ 100	$ 270	$ 771	$ 704	$ 413	$ 1,117	$ 1,387	$ 1,887
Detroit-Big Cliff	$ 1,230	$ 100	$ 1,330	$ 673	$ 100	$ 773	$ 2,103	$ 660	$ 98	$ 758	$ 1,531	$ 2,861
Dworshak	$ 1,605	$ 100	$ 1,705	$ 3,807	$ 100	$ 3,907	$ 5,612	$ 758	$ 20	$ 778	$ 4,685	$ 6,390
Green Peter-Foster	$ 1,149	$ 100	$ 1,249	$ 736	$ 100	$ 836	$ 2,085	$ 917	$ 125	$ 1,042	$ 1,878	$ 3,127
Hills Creek	$ 325	$ 100	$ 425	$ 102	$ 100	$ 202	$ 626	$ 371	$ 365	$ 736	$ 937	$ 1,362
Ice Harbor	$ 3,388	$ 200	$ 3,588	$ 2,522	$ 200	$ 2,722	$ 6,309	$ 687	$ 54	$ 741	$ 3,463	$ 7,050
John Day	$ 6,018	$ 250	$ 6,268	$ 6,417	$ 250	$ 6,667	$ 12,935	$ 1,706	$ 66	$ 1,772	$ 8,439	$ 14,707
Libby	$ 2,845	$ 200	$ 3,045	$ 1,423	$ 200	$ 1,623	$ 4,668	$ 401	$ 56	$ 458	$ 2,081	$ 5,126
Little Goose	$ 2,026	$ 200	$ 2,226	$ 2,516	$ 200	$ 2,716	$ 4,942	$ 181	$ 14	$ 195	$ 2,911	$ 5,137
Lookout Point-Dexter	$ 1,216	$ 100	$ 1,316	$ 1,160	$ 100	$ 1,260	$ 2,576	$ 2,062	$ 178	$ 2,240	$ 3,500	$ 4,816
Lost Creek	$ 1,019	$ 100	$ 1,119	$ 293	$ 100	$ 393	$ 1,512	$ 2,498	$ 852	$ 3,350	$ 3,744	$ 4,863
Lower Granite	$ 2,233	$ 200	$ 2,433	$ 3,786	$ 200	$ 3,986	$ 6,419	$ 27	$ 1	$ 28	$ 4,014	$ 6,448
Lower Monumental	$ 2,712	$ 200	$ 2,912	$ 2,632	$ 200	$ 2,832	$ 5,744	$ 192	$ 15	$ 207	$ 3,039	$ 5,951
McNary	$ 4,767	$ 250	$ 5,017	$ 5,530	$ 250	$ 5,780	$ 10,797	$ 1,272	$ 58	$ 1,329	$ 7,110	$ 12,126
The Dalles	$ 6,994	$ 250	$ 7,244	$ 3,079	$ 250	$ 3,329	$ 10,574	$ 1,197	$ 97	$ 1,295	$ 4,624	$ 11,868
Totals	$56,780	$3,000	$59,780	$43,220	$3,000	$46,220	$106,000	$17,755	$2,515	$20,270	$66,490	$126,270

FY 1999 Annual Power Budget Total **$106,000**

Notes
- Dollars in $000
- The Annual Power Budget can only be revised by the JOC.
- The estimated cost of a single piece of O&M power equipment shall not exceed $200,000 for any Corp Project, unless agreed to by the JOC.

Total Program **$126,270**

Notes
- The data in this box is provided for informational purposes.

ANNUAL POWER BUDGET, FISCAL YEAR 2000

Project	Routine Power	Nonroutine Power	Subtotal	Routine Joint (BPA)	Nonroutine Joint (BPA)	Subtotal Joint (BPA)	Total BPA	Routine Joint (APPR)	Nonroutine Joint (APPR)	Subtotal Joint (APPR)	Subtotal Joint	Total BPA+ APPR
Albeni Falls	$ 1,442	$ 100	$ 1,542	$ 1,542	$ 100	$ 1,642	$ 3,184	$ 31	$ 2	$ 34	$ 1,675	$ 3,217
Bonneville 1	$ 3,911	$ 100	$ 4,011	$ 4,147	$ 100	$ 4,247	$ 8,258	$ 4,147	$ 100	$ 4,247	$ 8,493	$ 12,504
Bonneville 2	$ 2,309	$ 100	$ 2,409	$ 1,748	$ 100	$ 1,848	$ 4,257			$ 0	$ 1,848	$ 4,257
Chief Joseph	$12,098	$ 250	$12,348	$ 1,050	$ 250	$ 1,300	$13,648			$ 0	$ 1,300	$ 13,648
Cougar	$ 417	$ 100	$ 517	$ 174	$ 100	$ 274	$ 792	$ 720	$ 413	$ 1,133	$ 1,407	$ 1,924
Detroit-Big Cliff	$ 1,252	$ 100	$ 1,352	$ 674	$ 100	$ 774	$ 2,125	$ 660	$ 98	$ 759	$ 1,532	$ 2,884
Dworshak	$ 1,488	$ 100	$ 1,588	$ 3,855	$ 100	$ 3,955	$ 5,544	$ 767	$ 20	$ 787	$ 4,743	$ 6,331
Green Peter-Foster	$ 1,187	$ 100	$ 1,287	$ 760	$ 100	$ 860	$ 2,147	$ 947	$ 125	$ 1,072	$ 1,932	$ 3,219
Hills Creek	$ 371	$ 100	$ 471	$ 104	$ 100	$ 204	$ 675	$ 379	$ 365	$ 744	$ 947	$ 1,419
Ice Harbor	$ 2,672	$ 200	$ 2,872	$ 2,549	$ 200	$ 2,749	$ 5,621	$ 694	$ 54	$ 749	$ 3,498	$ 6,370
John Day	$ 6,506	$ 250	$ 6,756	$ 6,595	$ 250	$ 6,845	$13,601	$ 1,753	$ 66	$ 1,820	$ 8,665	$ 15,420
Libby	$ 2,883	$ 200	$ 3,083	$ 1,443	$ 200	$ 1,643	$ 4,726	$ 407	$ 56	$ 463	$ 2,106	$ 5,189
Little Goose	$ 2,024	$ 200	$ 2,224	$ 2,543	$ 200	$ 2,743	$ 4,967	$ 183	$ 14	$ 197	$ 2,940	$ 5,164
Lookout Point-Dexter	$ 1,257	$ 100	$ 1,357	$ 1,199	$ 100	$ 1,299	$ 2,656	$ 2,131	$ 178	$ 2,309	$ 3,608	$ 4,965
Lost Creek	$ 1,033	$ 100	$ 1,133	$ 297	$ 100	$ 397	$ 1,530	$ 2,530	$ 852	$ 3,383	$ 3,780	$ 4,913
Lower Granite	$ 2,170	$ 200	$ 2,370	$ 3,829	$ 200	$ 4,029	$ 6,399	$ 27	$ 1	$ 28	$ 4,057	$ 6,428
Lower Monumental	$ 2,143	$ 200	$ 2,343	$ 2,660	$ 200	$ 2,860	$ 5,204	$ 194	$ 15	$ 209	$ 3,069	$ 5,412
McNary	$ 4,710	$ 250	$ 4,960	$ 5,590	$ 250	$ 5,840	$ 10,801	$ 1,286	$ 58	$ 1,343	$ 7,184	$ 12,144
The Dalles	$ 7,237	$ 250	$ 7,487	$ 3,130	$ 250	$ 3,380	$ 10,867	$ 1,217	$ 97	$ 1,314	$ 4,694	$ 12,181
Totals	$57,111	$3,000	$60,111	$43,889	$3,000	$46,889	$107,000	$18,074	$2,515	$20,589	$67,478	$127,589

FY 2000 Annual Power Budget Total **$107,000**

Notes

- Dollars in $000
- The Annual Power Budget can only be revised by the JOC.
- The estimated cost of a single piece of O&M power equipment shall not exceed $200,000 for any Corps Project, unless agreed to by the JOC.

Total Program **$127,589**

Notes

- The data in this box is provided for informational purposes.

ANNUAL POWER BUDGET, FISCAL YEAR 2001

Project	Routine Power	Nonroutine Power	Subtotal	Routine Joint (BPA)	Nonroutine Joint (BPA)	Subtotal Joint (BPA)	Total BPA	Routine Joint (APPR)	Nonroutine Joint (APPR)	Subtotal Joint (APPR)	Subtotal Joint	Total BPA+ APPR
Albeni Falls	$ 1,452	$ 100	$ 1,552	$ 1,553	$ 100	$ 1,653	$ 3,205	$ 32	$ 2	$ 34	$ 1,687	$ 3,239
Bonneville 1	$ 3,941	$ 100	$ 4,041	$ 4,179	$ 100	$ 4,279	$ 8,320	$,179	$ 100	$ 4,279	$ 8,557	$ 12,598
Bonneville 2	$ 2,328	$ 100	$ 2,428	$ 1,761	$ 100	$ 1,861	$ 4,289			$ 0	$ 1,861	$ 4,289
Chief Joseph	$11,701	$ 250	$11,951	$ 1,058	$ 250	$ 1,308	$ 13,259			$ 0	$ 1,308	$ 13,259
Cougar	$ 433	$ 100	$ 533	$ 176	$ 100	$ 276	$ 809	$ 727	$ 413	$ 1,140	$ 1,416	$ 1,949
Detroit-Big Cliff	$ 1,297	$ 100	$ 1,397	$ 689	$ 100	$ 789	$ 2,186	$ 675	$ 98	$ 773	$ 1,562	$ 2,959
Dworshak	$ 1,499	$ 100	$ 1,599	$ 3,881	$ 100	$ 3,981	$ 5,580	$ 773	$ 20	$ 792	$ 4,774	$ 6,373
Green Peter-Foster	$ 1,220	$ 100	$ 1,320	$ 780	$ 100	$ 880	$ 2,200	$ 973	$ 125	$ 1,097	$ 1,977	$ 3,297
Hills Creek	$ 410	$ 100	$ 510	$ 106	$ 100	$ 206	$ 716	$ 387	$ 365	$ 752	$ 958	$ 1,468
Ice Harbor	$ 2,691	$ 200	$ 2,891	$ 2,562	$ 200	$ 2,762	$ 5,653	$ 698	$ 54	$ 752	$ 3,514	$ 6,405
John Day	$ 7,014	$ 250	$ 7,264	$ 6,633	$ 250	$ 6,883	$ 14,147	$ 1,763	$ 66	$ 1,830	$ 8,713	$ 15,977
Libby	$ 2,905	$ 200	$ 3,105	$ 1,454	$ 200	$ 1,654	$ 4,759	$ 410	$ 56	$ 466	$ 2,120	$ 5,225
Little Goose	$ 2,039	$ 200	$2,239	$ 2,556	$ 200	$ 2,756	$ 4,995	$ 184	$ 14	$ 198	$ 2,953	$ 5,193
Lookout Point-Dexter	$ 1,291	$ 100	$ 1,391	$ 1,231	$ 100	$ 1,331	$ 2,721	$ 2,188	$ 178	$ 2,366	$ 3,697	$ 5,087
Lost Creek	$ 1,041	$ 100	$ 1,141	$ 300	$ 100	$ 400	$ 1,540	$ 2,554	$ 852	$ 3,406	$ 3,806	$ 4,947
Lower Granite	$ 2,187	$ 200	$ 2,387	$ 3,851	$ 200	$ 4,051	$ 6,438	$ 27	$ 1	$ 29	$ 4,079	$ 6,466
Lower Monumental	$ 2,159	$ 200	$ 2,359	$ 2,649	$ 200	$ 2,849	$ 5,208	$ 193	$ 15	$ 208	$ 3,056	$ 5,416
McNary	$ 4,733	$ 250	$ 4,983	$ 5,619	$ 250	$ 5,869	$ 10,852	$ 1,292	$ 58	$ 1,350	$ 7,219	$ 12,202
The Dalles	$ 7,431	$ 250	$ 7,681	$ 3,192	$ 250	$ 3,442	$ 11,122	$ 1,241	$ 97	$ 1,338	$ 4,780	$ 12,461
Totals	$57,772	$3,000	$60,772	$44,228	$3,000	$47,228	$108,000	$18,295	$2,515	$20,810	$68,038	$128,810

FY 2001 Annual Power Budget Total **$108,000**

Notes
- Dollars in $000
- The Annual Power Budget can only be revised by the JOC.
- The estimated cost of a single piece of O&M power equipment shall not exceed $200,000 for any Corps Project, unless agreed to by the JOC.

Total Program **$128,810**

Notes
- The data in this box is provided for informational purposes.

ANNUAL POWER BUDGET, FISCAL YEAR 2002

Project	Routine Power	Nonroutine Power	Subtotal	Routine Joint (BPA)	Nonroutine Joint (BPA)	Subtotal Joint (BPA)	Total BPA	Routine Joint (APPR)	Nonroutine Joint (APPR)	Subtotal Joint (APPR)	Subtotal Joint	Total BPA+ APPR
Albeni Falls	$ 1,529	$ 100	$ 1,629	$ 1,635	$ 100	$ 1,735	$ 3,364	$ 33	$ 2	$ 35	$ 1,771	$ 3,400
Bonneville 1	$ 4,145	$ 100	$ 4,245	$ 4,397	$ 100	$ 4,497	$ 8,742	$ 4,397	$ 100	$ 4,497	$ 8,994	$ 13,239
Bonneville 2	$ 2,449	$ 100	$ 2,549	$ 1,856	$ 100	$ 1,956	$ 4,505			$ 0	$ 1,956	$ 4,505
Chief Joseph	$12,302	$ 250	$12,552	$ 1,114	$ 250	$ 1,364	$ 13,915			$ 0	$ 1,364	$ 13,915
Cougar	$ 469	$ 100	$ 569	$ 187	$ 100	$ 287	$ 856	$ 770	$ 413	$ 1,183	$ 1,469	$ 2,039
Detroit-Big Cliff	$ 1,403	$ 100	$ 1,503	$ 735	$ 100	$ 835	$ 2,338	$ 720	$ 98	$ 818	$ 1,653	$ 3,156
Dworshak	$ 1,578	$ 100	$ 1,678	$ 4,081	$ 100	$ 4,181	$ 5,859	$ 812	$ 20	$ 832	$ 5,013	$ 6,691
Green Peter-Foster	$ 1,309	$ 100	$ 1,409	$ 837	$ 100	$ 937	$ 2,346	$ 1,045	$ 125	$ 1,169	$ 2,107	$ 3,515
Hills Creek	$ 462	$ 100	$ 562	$ 113	$ 100	$ 213	$ 775	$ 413	$ 365	$ 778	$ 991	$ 1,553
Ice Harbor	$ 2,832	$ 200	$ 3,032	$ 2,691	$ 200	$ 2,891	$ 5,922	$ 733	$ 54	$ 787	$ 3,678	$ 6,709
John Day	$ 7,505	$ 250	$ 7,755	$ 7,249	$ 250	$ 7,499	$ 15,255	$ 1,927	$ 66	$ 1,993	$ 9,493	$ 17,248
Libby	$ 3,057	$ 200	$ 3,257	$ 1,530	$ 200	$ 1,730	$ 4,987	$ 432	$ 56	$ 488	$ 2,218	$ 5,475
Little Goose	$ 2,145	$ 200	$ 2,345	$ 2,682	$ 200	$ 2,882	$ 5,227	$ 193	$ 14	$ 207	$ 3,089	$ 5,434
Lookout Point-Dexter	$ 1,385	$ 100	$ 1,485	$ 1,321	$ 100	$ 1,421	$ 2,906	$ 2,348	$ 178	$ 2,526	$ 3,947	$ 5,431
Lost Creek	$ 1,096	$ 100	$ 1,196	$ 316	$ 100	$ 416	$ 1,611	$ 2,690	$ 852	$ 3,542	$ 3,958	$ 5,154
Lower Granite	$ 2,301	$ 200	$ 2,501	$ 4,045	$ 200	$ 4,245	$ 6,746	$ 29	$ 1	$ 30	$ 4,275	$ 6,776
Lower Monumental	$ 2,272	$ 200	$ 2,472	$ 2,781	$ 200	$ 2,981	$ 5,453	$ 203	$ 15	$ 217	$ 3,198	$ 5,671
McNary	$ 4,937	$ 250	$ 5,187	$ 5,901	$ 250	$ 6,151	$ 11,338	$ 1,357	$ 58	$ 1,415	$ 7,566	$ 12,753
The Dalles	$ 7,959	$ 250	$ 8,209	$ 3,396	$ 250	$ 3,646	$ 11,855	$ 1,321	$ 97	$ 1,418	$ 5,064	$ 13,273
Totals	$61,134	$3,000	$64,134	$46,866	$3,000	$49,866	$114,000	$19,422	$2,515	$21,937	$71,803	$135,937

FY 2002 Annual Power Budget Total **$114,000**

Notes
- Dollars in $000
- The Annual Power Budget can only be revised by the JOC.
- The estimated cost of a single piece of O&M power equipment shall not exceed $200,000 for any Corps Project, unless agreed to by the JOC.

Total Program **$135,937**

Notes
- The data in this box is provided for informational purposes.

ANNUAL POWER BUDGET, FISCAL YEAR 2003

Project	Routine Power	Nonroutine Power	Subtotal	Routine Joint (BPA)	Nonroutine Joint (BPA)	Subtotal Joint (BPA)	Total BPA	Routine Joint (APPR)	Nonroutine Joint (APPR)	Subtotal Joint (APPR)	Subtotal Joint	Total BPA+ APPR
Albeni Falls	$ 1,583	$ 100	$ 1,683	$ 1,694	$ 100	$ 1,794	$ 3,477	$ 35	$ 2	$ 37	$ 1,831	$ 3,514
Bonneville 1	$ 4,292	$ 100	$ 4,392	$ 4,555	$ 100	$ 4,655	$ 9,046	$ 4,555	$ 100	$ 4,655	$ 9,309	$ 13,701
Bonneville 2	$ 2,539	$ 100	$ 2,639	$ 1,923	$ 100	$ 2,023	$ 4,662			$ 0	$ 2,023	$ 4,662
Chief Joseph	$12,727	$ 250	$12,977	$ 1,154	$ 250	$ 1,404	$ 14,381			$ 0	$ 1,404	$ 14,381
Cougar	$ 500	$ 100	$ 600	$ 194	$ 100	$ 294	$ 894	$ 802	$ 413	$ 1,215	$ 1,509	$ 2,109
Detroit-Big Cliff	$ 1,494	$ 100	$ 1,594	$ 772	$ 100	$ 872	$ 2,466	$ 757	$ 98	$ 855	$ 1,727	$ 3,321
Dworshak	$ 1,634	$ 100	$ 1,734	$ 4,223	$ 100	$ 4,323	$ 6,058	$ 841	$ 20	$ 861	$ 5,184	$ 6,918
Green Peter-Foster	$ 1,382	$ 100	$ 1,482	$ 884	$ 100	$ 984	$ 2,466	$ 1,102	$ 125	$ 1,227	$ 2,211	$ 3,693
Hills Creek	$ 525	$ 100	$ 625	$ 117	$ 100	$ 217	$ 842	$ 429	$ 365	$ 794	$ 1,012	$ 1,636
Ice Harbor	$ 2,933	$ 200	$ 3,133	$ 2,781	$ 200	$ 2,981	$ 6,114	$ 757	$ 54	$ 812	$ 3,792	$ 6,925
John Day	$ 7,896	$ 250	$ 8,146	$ 7,425	$ 250	$ 7,675	$ 5,820	$ 1,974	$ 66	$ 2,040	$ 9,715	$ 17,860
Libby	$ 3,167	$ 200	$ 3,367	$ 1,585	$ 200	$ 1,785	$ 5,152	$ 447	$ 56	$ 503	$ 2,288	$ 5,656
Little Goose	$ 2,222	$ 200	$ 2,422	$ 2,770	$ 200	$ 2,970	$ 5,392	$ 199	$ 14	$ 213	$ 3,183	$ 5,605
Lookout Point-Dexter	$ 1,462	$ 100	$ 1,562	$ 1,395	$ 100	$ 1,495	$ 3,056	$ 2,479	$ 178	$ 2,657	$ 4,152	$ 5,713
Lost Creek	$ 1,135	$ 100	$ 1,235	$ 327	$ 100	$ 427	$ 1,662	$ 2,786	$ 852	$ 3,638	$ 4,065	$ 5,300
Lower Granite	$ 2,383	$ 200	$ 2,583	$ 4,183	$ 200	$ 4,383	$ 6,965	$ 29	$ 1	$ 31	$ 4,414	$ 6,996
Lower Monumental	$ 2,353	$ 200	$ 2,553	$ 2,874	$ 200	$ 3,074	$ 5,628	$ 210	$ 15	$ 224	$ 3,299	$ 5,852
McNary	$ 5,131	$ 250	$ 5,381	$ 5,858	$ 250	$ 6,108	$ 11,489	$ 1,347	$ 58	$ 1,405	$ 7,513	$ 12,894
The Dalles	$ 8,375	$ 250	$ 8,625	$ 3,554	$ 250	$ 3,804	$ 12,429	$ 1,382	$ 97	$ 1,479	$ 5,283	$ 13,908
Totals	$63,733	$3,000	$66,733	$48,267	$3,000	$51,267	$118,000	$20,130	$2,515	$22,645	$73,913	$140,645

FY 2003 Annual Power Budget Total **$118,000**

Notes
- Dollars in $000
- The Annual Power Budget can only be revised by the JOC.
- The estimated cost of a single piece of O&M power equipment shall not exceed $200,000 for any Corp Project, unless agreed to by the JOC.

Total Program **$140,645**

Notes
- The data in this box is provided for informational purposes.

PERFORMANCE INDICATORS

(To be developed by JOC)

1. PERFORMANCE OBJECTIVES

2. PERFORMANCE INDICATORS

(PBLLAN-PGF-W:\PGF\PM\10211.DOC)

APPENDIX E

LETTERS OF AGREEMENT FOR DIRECT FUNDING CULTURAL PROPERTY MANAGEMENT COSTS (1997 AND 1998)

DIRECT FUNDING CULTURAL PROPERTIES MANAGEMENT COSTS

(Under Direct Funding of Power Operations and Maintenance Costs at Corps Projects)

1. Cultural Properties Subgroup

A Cultural Resources Subgroup of the Joint Operating Committee (JOC) has been created and is composed of one member each from the Corps and Bonneville. The Subgroup will:

(a) Advise the JOC on costs associated with cultural properties management activities attributable to power and to multipurpose operation and maintenance on facilities included in the Direct Funding Agreement (DFA).

(b) Serve as liason between the respective Reservoir Cooperating Groups and the JOC.

(c) Provide other assistance to the JOC as requested.

2. Cultural Properties Management Budget

(a) Consistent with provisions of the DFA, by June 1 of each year the Cultural Properties Subgroup will submit budgets for cultural properties management activities to be included in the Corps' proposed Five-Year and Annual Power Budgets for JOC consideration (initially, here as Exhibits A and B, respectively). The budgets will identify both appropriated funds to be reimbursed by the power allocation (if any), as well as the direct-funded power allocation funds and respective non-power allocation funds. The budgets may also identify anticipated Corps administrative expenses. In preparing the budget submittal the Subgroup will consider the views of affected interests, especially Reservoir Cooperating Groups.

(b) If actual cultural properties management costs are less than anticipated in a given Annual Budget,
the remaining funds can be applied to the next cultural properties management priority(ies) within the next Five-Year Budget. Funds carried over do not contribute to the separate budget item referenced in paragraph 5(b)(3) of the DFA.

(c) In collaboration with the Reservoir Cooperating Groups, the Cultural Properties Subgroup will develop procedures for determining appropriate allocation of funds among individual projects for cultural properties management joint costs, to be applicable beginning with the FY 2000 budget.

---

3. Contracting Cultural Properties Management

The following guidelines will be used in conjunction with the procurement of goods and services Associated with management of cultural properties:

(a) In most instances the Corps is the lead agency for purposes of achieving cultural properties compliance within the jurisdictional boundaries at Corps-administered reservoirs, consistent with legal and consultation requirements as well as with Corps procurement policies and procedures.

(b) In the event the Corps, in collaboration with Bonneville, elects to procure goods and services through Bonneville's procurement procedures in accordance with existing authority, including 16 USC 832m, the Corps may initiate an Intergovernmental Agreement with Bonneville, specifying work to be performed, standards of performance, and expected costs consistent with the Annual Budget. Once approved by both agencies, Bonneville will execute the Intergovernmental Agreeement.

4. Modification

This Letter of Agreement may be modified with the written agreement of the parties or terminated upon 90 days advance written notice to the other party.

EXECUTED BY:

Michael E. Alder Date 11/10/98
Michael E. Alder
Joint Operating Committee
Bonneville Power Administration

Steve R. Brockshink Date 11-10-98
Steve Brockshink
Joint Operating Committee
U.S. Army Corps of Engineers

DIRECT FUNDING CULTURAL PROPERTIES MANAGEMENT COSTS

(under Direct Funding of Power Operations and Maintenance Costs at Reclamation Projects)

1. Cultural Properties Subgroup

(a) A Cultural Properties Subgroup shall be created, and each agency shall appoint up to three members to the Subgroup. The Subgroup shall advise the Joint Operating Committee (JOC) on costs associated with cultural properties management attributable to power and to multipurpose operation and maintenance on facilities included in the Direct Funding Agreement (DFA).

(b) Consistent with provisions of the DFA, by June 1 of each year the Cultural Properties Subgroup shall submit separate budgets for these activities to be included in Reclamation's proposed Five-Year and Annual Power Budgets for JOC consideration (initially, here as Exhibits A and B, respectively). In preparing budget submittals the Subgroup shall consider the views of affected interests, especially reservoir cooperating groups formed to collaborate on cultural properties management issues at Hungry Horse and Grand Coulee.

(c) If actual cultural properties management costs are less than anticipated in a given annual budget, the remaining funds can be reprogrammed to another year within the Five-Year Budget. Funds reprogramed within this Five-Year Budget do not contribute to the separate budget item referenced in paragraph 9(b)(3) of the DFA.

2. Contracting Cultural Properties Management

(a) Where cultural properties management is proposed for contracting to a third party, the Cultural Properties Subgroup shall decide which agency should issue and administer the contract. Dispute resolution provisions of the DFA shall apply as needed.

(b) Where agreed that Bonneville should issue administer the contract, Reclamation shall initiate an Interagency Agreement (Exhibit C) to obligate the amount.

EXECUTED BY:

Michael E. Alder Date: 12/8/97
Michael E. Alder
Joint Operating Committee
Bonneville Power Administration

Steven L. Clark Date: 12/19/97
Steve Clark
Joint Operating Committee
Bureau of Reclamation

APPENDIX F

SYSTEMWIDE PROGRAMMATIC AGREEMENT (SWPA) 2009

SYSTEMWIDE PROGRAMMATIC AGREEMENT

FOR THE MANAGEMENT OF HISTORIC PROPERTIES

AFFECTED BY

THE MULTIPURPOSE OPERATIONS OF FOURTEEN PROJECTS OF THE

FEDERAL COLUMBIA RIVER POWER SYSTEM

FOR COMPLIANCE WITH

SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

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List of Acronyms

ACHP – Advisory Council on Historic Preservation
APE – Area of Potential Effect
ARPA – Archeological Resources Protection Act
BPA – Bonneville Power Administration
CRSC – Cultural Resources Subcommittee
FCRPS – Federal Columbia River Power System
HPMP – Historic Properties Management Plan
HPRCSIT – Historic Properties of Religious and Cultural Significance to Indian Tribes
IDU – Intertie Development and Use
JOC – Joint Operating Committee
MOA – Memorandum of Agreement
NAGPRA – Native American Graves Protection and Repatriation Act
NHPA – National Historic Preservation Act
PA – Programmatic Agreement
ROD – Record of Decision
SHPO – State Historic Preservation Officer
SOR – System Operation Review
TCP – Traditional Cultural Property
THPO – Tribal Historic Preservation Officer

SYSTEMWIDE PROGRAMMATIC AGREEMENT
FOR THE MANAGEMENT OF HISTORIC PROPERTIES
AFFECTED BY
THE MULTIPURPOSE OPERATIONS OF FOURTEEN PROJECTS OF THE
FEDERAL COLUMBIA RIVER POWER SYSTEM
FOR COMPLIANCE WITH
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

WHEREAS, Congress authorized the U.S. Army Corps of Engineers, Northwestern Division (Corps) to take lands within the Columbia River Basin to construct 12 dams and their associated lakes or reservoirs, which are Libby, Albeni Falls, Chief Joseph, McNary, John Day, The Dalles, Bonneville, Dworshak, Lower Granite, Lower Monumental, Little Goose, and Ice Harbor dams and their lakes or reservoirs, and also authorized the Bureau of Reclamation (Reclamation) to take lands and construct Grand Coulee and Hungry Horse dams and their reservoirs (all hereafter called Projects); and,

WHEREAS, Congress authorized the Bonneville Power Administration (BPA) to market and distribute electrical power generated at the Projects; and,

WHEREAS, Congress defined the purposes for these Projects (hereafter called Project purposes), which include hydropower generation, navigation, flood control, irrigation water supply, municipal and industrial water supply, recreation, and fish and wildlife and other natural resources management (see Attachment 1 for Project authorizations); and,

WHEREAS, the 14 Projects are coordinated by the Corps, Reclamation, and BPA as a system [part of the Federal Columbia River Power System (FCRPS)], within the operating limits developed by the Corps and Reclamation, while BPA schedules and dispatches power; and,

WHEREAS, the Corps, Reclamation, and BPA (hereafter called the Lead Federal Agencies) have determined that their implementation of these Project purposes comprise the "undertaking" for the purposes of Section 106 of the National Historic Preservation Act (NHPA)(16 U.S.C. § 470f) for this programmatic agreement (PA)(hereafter called the Systemwide PA); (see Attachment 5 for additional details regarding Project purposes and the scope of the undertaking); and,

WHEREAS, the undertaking has caused, is causing, and shall cause in the future direct, indirect, and cumulative effects [defined in the regulations of the Advisory Council on Historic Preservation (ACHP) implementing Section 106 of the NHPA, and found at 36 C.F.R. § 800.5(a)(1)] to properties included on, or eligible for inclusion on, the National Register of Historic Places (hereafter called historic properties) through inundation, erosion, exposure, and other factors; and,

WHEREAS, to comply with Section 106, the Lead Federal Agencies are responsible for taking into account the effects of the undertaking on historic properties and for addressing adverse effects in accordance with the Intertie Development and Use (IDU) PA (executed 1991) and the

System Operation Review (SOR) Records of Decision (RODs) (signed 1997), which remain in effect; and,

WHEREAS, although this Systemwide PA is not a funding agreement, the Lead Federal Agencies nonetheless note that they coordinate their funding for implementation of Section 106 NHPA compliance activities for Project operations. Also, because this PA addresses Section 106 NHPA compliance activities, compliance activities pursuant to other Federal statutes shall continue to be addressed separately commensurate with agency responsibilities and consistent with agency funding agreements; and,

WHEREAS, pursuant to 36 C.F.R. § 800.14(b), the primary purpose of this Systemwide PA is to provide the Lead Federal Agencies with a set of common standards, procedures, requirements, and commitments that they shall apply at the 14 FCRPS Projects; and,

WHEREAS, the undertaking affects historic properties of religious and cultural significance to Indian tribes, the Lead Federal Agencies, consistent with the NHPA and its implementing regulations, shall consult with such tribes consistent with their respective tribal policies (for the Corps http://www.usace.army.mil/cw/tribal/index.html, and for BPA http://www.bpa.gov/corporate/About_BPA/Tribes/Trblpolicy.pdf), and Reclamation consistent with its internal program processes, and shall seek to engage with affected tribes early to identify tribal concerns. The Lead Federal Agencies seek to give special consideration to tribal views and concerns consistent with the Lead Federal Agencies' respective Tribal Policies, through Government to Government consultation and careful review of tribal concerns when making decisions; and,

WHEREAS, the Lead Federal Agencies have either consulted with, or provided the opportunity to consult with, the ACHP, the State Historic Preservation Officers (SHPO) of Idaho, Montana, Oregon, and Washington; and the Tribal Historic Preservation Officers (THPO) of the Coeur d'Alene Tribe, the Confederated Tribes of the Colville Reservation, the Nez Perce Tribe, the Spokane Tribe of Indians, the Confederated Tribes of the Warm Springs Reservation of Oregon, the Confederated Tribes and Bands of the Yakama Nation, and the Confederated Tribes of the Umatilla Indian Reservation; the National Park Service, the Bureau of Indian Affairs, and the U.S.D.A. Forest Service; as well as the Coeur d'Alene Tribe, the Confederated Tribes of the Colville Reservation, the Confederated Salish & Kootenai Tribes of the Flathead Reservation, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, the Confederated Tribes and Bands of the Yakama Nation, the Kalispel Tribe of Indians, the Kootenai Tribe of Idaho, the Nez Perce Tribe, and the Spokane Tribe of Indians, on the development of this Systemwide PA and have offered these entities the opportunity to become a signatory party; and,

WHEREAS, pursuant to the President's Memorandum on "Government to Government Relations with Native American Tribal Governments" (April 29, 1994) and Executive Order 13175, "Consultation and Coordination with Indian Tribal Governments," as well as executive orders and treaties between the United States and tribes, the Lead Federal Agencies have established Government to Government relationships with the above named Federally

recognized tribes. In implementing this Systemwide PA, effective Government to Government consultation will require mutually defined consultation processes and objectives; and,

WHEREAS, the Lead Federal Agencies have notified and provided an opportunity for members of the public to participate by commenting on the drafts of this Systemwide PA; and,

WHEREAS, the Lead Federal Agencies recognize the importance of historic properties to affected tribes, SHPOs, THPOs, and the public, and value the past and current participation of these entities in the on-going management of the FCRPS historic property program.

NOW, THEREFORE, pursuant to 36 C.F.R. § 800.14(b), the Lead Federal Agencies shall take into account the effects of the undertaking on historic properties in accordance with the following stipulations, and adherence to the terms of this Systemwide PA shall satisfy the Lead Federal Agencies' Section 106 responsibilities for addressing the effects of the undertaking on historic properties.

STIPULATIONS

The Lead Federal Agencies shall ensure that the following stipulations are implemented consistent with the schedule identified in Attachment 2. The Lead Federal Agencies shall together implement the systemwide actions pursuant to this Systemwide PA. Project-specific actions shall be implemented by the Corps, or the Corps and BPA, at Corps-managed Projects and by Reclamation, or Reclamation and BPA, at Reclamation-managed Projects (see Attachment 5).

A glossary of definitions of terms used in this Systemwide PA is provided in Attachment 3.

I. PURPOSE OF THIS SYSTEMWIDE PA

A. Because the undertaking encompasses 14 Projects across four states, this Systemwide PA is designed to set forth a systemwide framework of standards, requirements, and obligations for compliance with Section 106. This Systemwide PA thus serves as the overarching or umbrella agreement applicable to all 14 Projects.

B. This Systemwide PA addresses Section 106 NHPA compliance only. Federal agency compliance with Section 110 of NHPA, and other Federal statutes such as the Archaeological Resources Protection Act (ARPA) or the Native American Graves Protection and Repatriation Act (NAGPRA), shall remain the responsibility of the individual Federal agencies to address as appropriate to their authority and jurisdiction.

C. This Systemwide PA allows for the Lead Federal Agencies to meet their Section 106 responsibilities through one of the following mechanisms, consistent with the terms of this PA:

1. Development and implementation of a Project-Specific PA,

2. Through the development and implementation of a signed Project Historic Property Management Plan (HPMP) that meets the requirements of a Project-Specific PA (hereafter Stand-Alone HPMP), or

3. Through the standard review process set out in the ACHP's regulations at 36 CFR part 800.

D. Specific provisions for use of Project-Specific PAs to comply with Section 106 are set out in Stipulation VI below.

E. Provide for streamlining of the Section 106 review process through identifying certain categories of routine activities that have little or no potential to affect historic properties, or by setting up other Project-specific coordination procedures that expedite the Section 106 review process. Attachment 6 is a list of categories of routine activities that have little or no potential to affect historic properties and are excluded from further consultation provided they meet the criteria identified in the review process. The Lead Federal Agencies, in consultation with parties appropriate to that Project, may identify further Project-specific categories of routine activities or coordination procedures to expedite the Section 106 review process in either Project-Specific PAs or HPMPs.

F. The undertaking for this Systemwide PA is broad, such that most activities relating to operation and maintenance of the FCRPS fall within its scope. A Lead Federal Agency or Agencies can, however, elect not to utilize the terms of this Systemwide PA for an activity that would otherwise come within the scope of this PA, and instead treat that activity as a separate undertaking subject to the standard Section 106 regulatory procedures of 36 C.F.R. part 800. If the Lead Federal Agency or Agencies is/are considering not utilizing this Systemwide PA for a specific activity or class of activities, the Agency or Agencies shall discuss the option with the relevant Project-specific Cooperating Group(s) and give notice to the affected tribes, SHPO/THPOs, and any affected land managing agencies, and shall consider their views before making a decision. Additional processes for determining when it may be appropriate not to use this Systemwide PA may be developed in a Project-Specific PA and/or HPMP.

II. SYSTEMWIDE PA PRINCIPLES FOR SECTION 106 COMPLIANCE

The Lead Federal Agencies shall adhere to the following principles in order to meet their Section 106 obligations:

A. *Principle 1: Address Section 106 Compliance Requirements*. Consistent with the stipulations in this Systemwide PA, the Lead Federal Agencies shall, in consultation with the consulting parties (as defined in Attachment 3 of this PA) to a Project in accordance with Stipulation IX:

1. Determine the Area of Potential Effects (APE) in accordance with Stipulation III.

2. Identify and evaluate each potentially affected property within the APE to assess eligibility to the National Register. All types of potentially affected properties shall be addressed, including those that are historic properties of religious and cultural significance to Indian tribes (HPRCSITs) or are traditional cultural properties (TCPs) important to other groups. All stipulations and references in this Systemwide PA to "historic properties" also apply to HPRCSITs and TCPs. In making determinations of eligibility, all four criteria for eligibility [36 C.F.R. §§ 60.4(a)-60.4(d)] and the integrity of the property, shall be considered. In cases where criterion (d) was the only criterion applied in making a prior determination of eligibility, such properties may be reevaluated under the other criteria. Any consulting party may recommend reevaluation.

3. If a property does not meet the eligibility criteria for listing on the National Register, and thus is not an "historic property" subject to Section 106, the Lead Federal Agencies shall have no further responsibility to consider it under the terms of this Systemwide PA or the relevant Project-Specific PA/HPMP. The exception is that the passage of time, changing perceptions of significance, or incomplete prior evaluations may require the Lead Federal Agencies to re-evaluate properties previously considered eligible or not eligible [36 C.F.R. § 800.4(c)(1)].

4. Determine the effect of the undertaking on those qualities that make the property historically significant.

5. Seek to avoid or minimize adverse effects to historic properties. Given FCRPS operational requirements, there may be limited opportunities to avoid some adverse effects.

6. Encourage creative and innovative ways to mitigate adverse effects to historic properties (see Treatment Plan Principles in Attachment 4).

7. Develop a Systemwide Research Design to support consideration of broad scale research domains or themes (see Stipulation VII).

8. Implement procedures in the event of emergencies or unanticipated discoveries consistent with 36 C.F.R. § 800.12 and 13. Procedures specific to individual Projects may be defined in Project-Specific PAs.

9. Curate archeological collections in a manner consistent with 36 C.F.R part 79.

B. *Principle 2: Promote Communication, Coordination, and Consultation*. Effective communication, coordination, and consultation between consulting parties are critical to the successful implementation of this Systemwide PA. As a general principle, the Lead Federal Agencies shall seek to involve consulting parties in an open and interactive manner in the planning for and implementation of activities pursuant to this PA. The primary mechanism

for accomplishing this objective is the Project-level Cooperating Groups. As further detailed in Stipulation IX.B, the Cooperating Groups serve as the principal mechanism for communication and coordination with the Lead Federal Agencies about implementation of matters covered in this Systemwide PA. Communication within the Cooperating Groups contributes toward and facilitates consultation pursuant to 36 C.F.R. part 800, as do the documentation processes described below. Communication within the Cooperating Groups also facilitates, but does not replace, Government to Government consultation with tribes. Effective Government to Government consultation will require mutually defined consultation processes and objectives.

C. *Principle 3: Adhere to Professional Qualification Standards*. As required by 36 C.F.R. § 800.2(a)(1), the Lead Federal Agencies shall require that their employees or contractors meet professional standards under the regulations developed by the Secretary of the Interior (62 Fed. Reg. 33707, June 20, 1997). The Lead Federal Agencies shall apply the standards in a manner commensurate with (1) the nature and complexity of the specific activity being implemented or the property or resource being investigated or treated, and (2) the knowledge and expertise needed to complete the work.

D. *Principle 4: Provide Public Benefit from Resource Management*. Lead Federal Agencies shall provide for public benefits from implementation of this Systemwide PA by, among other ways:

1. Public outreach and education.

2. Accumulating and disseminating information to tribal communities, interested members of the public, and the general public to foster an understanding of the history and cultural heritage of the Columbia Basin. Dissemination may include, but is not limited to: visual media presentations, books, and CDs distributed to schools, libraries, and museums; distribution of reports to libraries and repositories consistent with 36 C.F.R. § 800.6(a)(5) and 800.11(c); and, presentation of FCRPS-funded research analyses and results in professional venues such as peer reviewed publications and regional and national conferences.

3. Illustrating accomplishments made in implementing this PA (as described in Annual Reports).

4. Using collections for educational and research purposes, consistent with 36 C.F.R. § 79.10.

5. Providing opportunities for heritage tourism, as appropriate, using information and resources generated from actions to implement this PA.

E. *Principle 5: Confidentiality*. In carrying out their responsibilities under this Systemwide PA, the Lead Federal Agencies shall restrict disclosure of information in accordance with Section 304 of NHPA and implementing regulations, and other applicable non-disclosure provisions.

The Lead Federal Agencies will consider restricting, consistent with the law, disclosure of specific information provided by a tribe upon request by that tribe.

F. *Principle 6: Term and Review of this Systemwide PA.* Unless terminated in accordance with Stipulation XV, the term of this Systemwide PA shall be for a period of 20 years from the effective date (see Stipulation XVI.E), after which it shall become null and void unless extended through an amendment per Stipulation XIII. If the 20-year term is not extended, and if no other appropriate PA or memorandum of agreement (MOA) is in effect at a Project, then the Lead Federal Agencies shall comply with 36 C.F.R. part 800 with respect to the undertaking, in accordance with Stipulation XV.B. This Systemwide PA shall be reviewed on a regular basis, at intervals not exceeding five years, in accordance with Stipulation XI.

III. DETERMINE AND DOCUMENT THE AREA OF POTENTIAL EFFECTS (APE)

The standards, processes, and products described in this Stipulation shall be incorporated within Project-Specific PAs and/or HPMPs, and may be further refined or tailored to meet Project-specific conditions, as appropriate.

A. The APE for the undertaking includes all geographic areas within which the undertaking may directly or indirectly cause alterations in the character or use of historic properties. This includes geographic areas identified as being affected at the date of final signature of this agreement and geographic areas where adverse effects are identified in the future. Adverse effects may include reasonably foreseeable effects caused by the undertaking that may occur later in time, be farther removed in distance, or be cumulative.

B. The APE can include lands held in fee by the United States, lands held in trust by the United States for a tribe or an allottee, lands in which the United States holds a real property interest other than fee title, as well as private or public lands for which the United States currently holds no property interest or access rights. See Stipulation IV.C regarding access.

C. The Lead Federal Agencies shall address the effects of the undertaking throughout the APE, commensurate with the extent that the undertaking causes the effect.

1. Where the undertaking is the principal causative factor, the Lead Federal Agencies are responsible for addressing the effects.

2. Where the undertaking only contributes to (and is not the principal cause of) adverse effects, the Lead Federal Agencies are responsible only for the increment of effect caused by their operations.

D. The APE may be discontinuous or interrupted, excluding geographic areas where the undertaking does not cause effects. Where there are effects attributable to the undertaking, the Lead Federal Agencies shall conduct a phased implementation, applying the prioritization process defined in Stipulation IV to guide implementation.

E. The Lead Federal Agencies, in consultation with consulting parties at the Project level, shall determine the Project-specific portion of the APE and provide maps depicting the APE.

1. The APE determination shall be documented in the Project-Specific PA or HPMP. The Lead Federal Agencies shall make this determination utilizing the best available data, and consistent with processes for consultation defined in 36 C.F.R. § 800.4(a). In order to minimize delays, identification, evaluation, and treatment may proceed in areas where the Lead Federal Agencies conclude effects are clearly attributable to the undertaking.

2. Where delineation of the APE, including attribution of effects, cannot be readily determined with the best available information, the Lead Federal Agencies shall discuss the uncertainty and options for resolving it with the consulting parties at the Project level.

3. Disputes regarding a Lead Federal Agency proposal for resolving uncertainty shall be addressed via the dispute resolution provisions in Stipulation XII.

IV. PRIORITY FOR IDENTIFICATION, EVALUATION, AND TREATMENT OF HISTORIC PROPERTIES

The standards, processes, and products described in this Stipulation shall be incorporated within Project-Specific PAs and/or HPMPs, and may be further refined or tailored to meet Project-specific conditions, as appropriate.

A. Because of the geographic scope and complexity of the undertaking, the Lead Federal Agencies may phase implementation of compliance actions. The Lead Federal Agencies shall determine priorities for identification, evaluation, and treatment activities through discussion with Cooperating Groups using the factors listed in Stipulation IV.B.

B. Factors to be considered when prioritizing compliance activities include, but are not limited to (in no particular order) the list that follows. These factors can be further described or refined in the Project-Specific PA or HPMP:

- Probability of historic properties being present and of the area being adversely affected by the undertaking
- Extent and reliability of past identification efforts in the area, with a higher priority likely for areas where identification efforts are incomplete or lack reliability
- The likely type and location of properties
- Potential for loss of tribal knowledge and expertise that might contribute to identification, evaluation, or definition of treatments for HPRCSITs
- Potential for an area or property to be historically significant as a HPRCSIT or TCP
- The extent to which known or potential effects on an identified historic property are or would be the result of the undertaking
- The potential benefit from management of the historic property, including access to collections derived from investigations (consistent with 36 C.F.R. part 79)
- The current integrity of the property

- The risk of loss of integrity to the property caused by the undertaking, including imminence of the threat
- The nature of restrictions placed by the landowner for access, when addressing non-Federal lands
- The relative uniqueness of the property
- The potential of the property to yield important information about, or insight pertinent to, a defined research objective consistent with the Systemwide Research Design or a Project research design
- The cost and the availability of funds to implement the actions

Not all factors are applicable or relevant for each property or compliance action. Priority compliance actions shall be described in Annual Work Plans (see Attachment 4).

C. The Lead Federal Agencies shall identify, evaluate, and treat historic properties affected by the undertaking on lands where the Agencies have access. This includes lands where a Lead Federal Agency has jurisdiction (i.e., United States fee title under Lead Federal Agency management) or has successfully obtained necessary access from the fee title holder or from a tribe or other agency with jurisdiction.

1. When implementing actions on lands that are not under the jurisdiction of any of the Lead Federal Agencies, actions shall be implemented with the authorization or consent of the fee title holder or other agency with jurisdiction given on a voluntary or willing seller basis. In the case of tribal trust lands, authorization or consent would be from the tribe, or from the Bureau of Indian Affairs if appropriate in the specific case. The Lead Federal Agencies shall make a good faith effort to negotiate the necessary access from the fee title holder or, in the case of Federally-owned lands managed by other Federal agencies, from the agency with jurisdiction.

2. Terms of access may vary depending on whether the activity to be conducted is identification, evaluation, or treatment. Access terms shall address ownership and control of any collections made during compliance activities. When considering properties for evaluation or treatment, priority will be given to properties where materials collected will be permanently curated under conditions that allow for appropriate care, use, and access consistent with 36 C.F.R. part 79.

D. Typically, the Section 106 compliance process is carried out in three sequential steps: identification of historic properties, assessment of effects to historic properties, and resolution of adverse effects. This is so that treatment decisions can be made in a context of a full understanding of the undertaking's effects on those qualities that make the property historically significant. However, because of the large size of the APE, the large number of affected and potentially affected historic properties, and the on-going effects to them, the Lead Federal Agencies do not propose to strictly sequence compliance activities. Instead, at the Project level, prioritization can allow for actions at all points in the process to go forward simultaneously. For example, treatment can proceed at specific historic properties before evaluation of all affected properties at that specific Project.

V. HISTORIC PROPERTIES OF RELIGIOUS AND CULTURAL SIGNIFICANCE TO INDIAN TRIBES

Historic properties may include those properties of religious and cultural significance to an Indian tribe. In order for the Lead Federal Agencies to determine the most appropriate processes to address HPRCSITs, the Agencies shall implement the following activities to define minimum standards and processes for their identification, documentation, and evaluation. These standards and processes shall be defined in consultation with affected tribes, SHPOs, THPOs, and other agencies with jurisdiction. The standards, processes, and products developed in Stipulation V.A through D shall be incorporated within Project-Specific PAs and/or HPMPs, and may be further refined or tailored to meet Project-specific conditions as appropriate.

A. *Study status.* The Lead Federal Agencies shall compile a list and description of previous and current efforts to identify, evaluate, and treat HPRCSITs related to the undertaking. See Stipulation VIII.A and Attachment 2.

B. *Documentation Processes.* Within one year of execution of this Systemwide PA, the Lead Federal Agencies shall initiate meetings with affected tribes, SHPOs, THPOs, and other agencies with jurisdiction to define standard data-sets to be used to identify, document, and evaluate HPRCSITs. Minimum documentation standards and requirements established shall be of a nature to be applied at a systemwide level. The initial meeting may be held as part of the Systemwide Meeting described in Stipulation IX.I.

C. *Process to Determine National Register Eligibility*. The Lead Federal Agencies, in consultation, shall seek to establish a process to determine National Register eligibility for HPRCSITs that will provide the Lead Federal Agencies or other agency with jurisdiction with sufficient information to demonstrate integrity of the property and the basis for eligibility under any of the four National Register criteria. The process shall address tribal concerns about confidentiality of data (taking into account expressed tribal desires to minimize disclosure of sensitive information) consistent with Stipulation II.E. This process will be developed concurrently with the development of documentation processes in Stipulation V.B.

D. When the Lead Federal Agencies, in consultation, make determinations of adverse effect to HPRCSITs, they shall resolve adverse effects in accordance with the terms of this Systemwide PA. Specific treatment plans shall be developed at the Project-specific level, as prioritized through appropriate Cooperating Groups, in consultation (pursuant to Stipulation IX), and consistent with the Treatment Plan Principles in Attachment 4.

VI. SECTION 106 COMPLIANCE THROUGH PROJECT-SPECIFIC PAs AND/OR HPMPs

A. This Systemwide PA allows for the Lead Federal Agencies to meet their Section 106 responsibilities through the development and implementation of a Project-Specific PA, or through the development and implementation of a signed Project HPMP that meets the requirements of a Project-Specific PA (Stand-Alone HPMP). The Lead Federal Agencies may fulfill this Project-specific compliance requirement through the use of existing Project PAs or Stand-Alone HPMPs if, in the estimation of the appropriate Lead Federal Agencies, they meet or are revised to meet the terms of this Systemwide PA in accordance with Stipulation VI.E below. The Lead Federal Agencies shall notify the other consulting parties to this Systemwide PA of their decision whether an existing Project PA or Stand-Alone HPMP is consistent with the terms of this Systemwide PA. The schedule for preparation of drafts of these documents is in Attachment 2.

B. Project-Specific PAs must be consistent with this Systemwide PA and contain the elements in Stipulation VI.C. Stand-Alone HPMPs must be consistent with this Systemwide PA, contain the elements of Stipulation VI.C, and also contain the elements identified in Attachment 4. HPMPs that have an accompanying Project-Specific PA (HPMPs that are not Stand-Alone HPMPs) need only be consistent with this Systemwide PA and contain the elements identified in Attachment 4.

C. For each Project, the new or revised Project-Specific PA or Stand-Alone HPMP shall:

1. Define the Project-specific portion of the APE consistent with Stipulation III.

2. Identify consultation procedures appropriate for the Project.

3. Refine the prioritization process described in Stipulation IV and describe additional Project-specific processes.

4. Provide for additional streamlining of the Section 106 review process through identifying categories of routine activities that have limited or no potential to adversely effect historic properties in addition to the list described in Attachment 6, and/or by setting up other Project-specific coordination procedures that expedite the Section 106 review process.

5. Provide a schedule to identify and evaluate each potentially affected property, including HPRCSITs or TCPs, to assess eligibility to the National Register.

6. Define thresholds for when or if changes in operations at the Project would trigger reassessment of Section 106 compliance activities already in place. Also define the assessment and consultation processes that shall be implemented when that threshold is reached.

7. Define additional processes to take historic properties into account in emergency situations or in discovery situations.

8. Define processes to periodically review the effectiveness of the Project-Specific PA, concurrent with review of this Systemwide PA.

D. Once completed, the Project-Specific PA or Stand-Alone HPMP goes into effect in the following manner:

1. In the case of a Project-Specific PA, through its execution by the Lead Federal Agency (or Agencies), other applicable Federal agencies invited to sign by the Lead Federal Agency (or Agencies), affected entities with jurisdiction, including applicable SHPOs/THPOs, and the ACHP if it has formally entered into consultation per Stipulation X, or,

2. In the case of a Stand-Alone HPMP, after consultation with the signatories to this Systemwide PA with an interest in that Project, through a letter from the appropriate Lead Federal Agencies committing the Agencies to adhere to all the terms of the HPMP, with written concurrence from the appropriate entities within the area of their jurisdiction, including applicable SHPOs/THPOs, and the ACHP if it has formally entered into consultation per Stipulation X.

E. *Review of existing PAs/HPMPs*. If the intent is to use an existing Project PA or HPMP for compliance, then within 6 months of the effective date of this PA the Lead Federal Agencies shall review those existing PAs or HPMPs to determine whether they meet the terms of this Systemwide PA, or need to be updated to meet the terms of this Systemwide PA. Existing Project PAs or HPMPs shall remain in effect during this review process. Should there be any material inconsistencies between this Systemwide PA and an existing Project PA or HPMP that would be used as a Project-Specific PA or Stand-Alone HPMP, then that Project PA or HPMP shall be revised or amended to be consistent with this Systemwide PA in accordance with the schedule in Attachment 2.

F. All updates or revisions to an existing Project PA or HPMP, or the development of any new Project-Specific PAs or Stand-Alone HPMPs, shall be developed with involvement of the appropriate Cooperating Group(s), in consultation with consulting parties appropriate to the Project area, and with input from interested members of the public as appropriate.

G. Consulting parties shall be provided the opportunity to comment on drafts of the revised or new Project-Specific PAs or Stand-Alone HPMPs, and the Lead Federal Agencies shall take these comments into account in finalizing the Project-Specific PAs or Stand-Alone HPMPs. Consulting parties shall have 60 calendar days to respond to a request for comment. If a consulting party fails to respond within 60 calendar days, the Lead Federal Agencies shall proceed to finalize the Project-Specific PA or Stand-Alone HPMP.

VII. SYSTEMWIDE RESEARCH DESIGN

A. To date, the Lead Federal Agencies have largely focused Section 106 compliance efforts at the Project level, particularly on localized measures to address adverse effects to historic properties. While this focus remains a priority, the Lead Federal Agencies also agree that, given the geographic scope of the undertaking, it is important to facilitate an understanding of the history and culture of the Columbia Basin and its peoples on a broader scale than at the Project level. In order to facilitate a broader view as this Systemwide PA is implemented, the Lead Federal Agencies shall prepare a Systemwide Research Design.

B. The Systemwide Research Design will encourage consideration at the Project level of research, cultural, and educational objectives that have application on a broader, potentially regional level. The Systemwide Research Design could be used, for example, in updating Project HPMPs and research designs. It could also aid in defining priorities at a Project, preparing historic contexts for evaluating sites for the National Register, designing site treatment plans or evaluating contract proposals. The Systemwide Research Design will not replace Project-specific research designs, but it could:

1. Define broad ranging themes, study domains, and context statements that span the region and pose associated research questions that would contribute to understanding those themes and domains. They would encompass a full array of potential property types, including but not limited to prehistoric and historic period archeological properties and TCPs.

2. Identify types of materials or data that are important to analyze and collect to address research questions.

3. Define methods to enable data synthesis and comparison between properties and across geographic areas.

4. Identify potential audiences for the information, and means to make the information accessible and meaningful.

C. The Systemwide Research Design shall be prepared by the Lead Federal Agencies with input and assistance from the Cooperating Groups and consulting parties. Opportunity for input and assistance during preparation shall also be afforded to interested members of the public. The Lead Federal Agencies shall review and revise the Systemwide Research Design as needed. Any substantive revisions will be prepared with the same opportunities for input and assistance as for the initial design.

VIII. GENERAL PRODUCTS

A. *Annual Report.* The Lead Federal Agencies shall prepare an Annual Report documenting actions and planning efforts that demonstrate their good faith efforts to satisfy the terms of this Systemwide PA. The reporting period shall be the fiscal year from October 1 to September 30. The Annual Report shall be distributed to consulting parties to this PA.

1. The first Annual Report after the effective date of this Systemwide PA shall present baseline data against which future progress is measured.

2. The second Annual Report after the effective date of this PA shall present a listing and description of all previous and current efforts to identify, evaluate and treat HPRCSITs or TCPs related to the undertaking, to be updated annually.

3. In subsequent reporting years, the Annual Report shall address issues and describe accomplishments at the systemwide and Project levels, including:

    a. *Narrative Summary*. This will describe systemwide accomplishments, systemwide issues, actions taken to resolve issues, and on-going work. For each Project, the Annual Report will:
        i. Summarize accomplishments for that reporting year, with reference to the Project's Annual Work Plan
        ii. Describe identification efforts
        iii. Describe properties under evaluation in the current year
        iv. Describe treatments
        v. List deliverables
        vi. Summarize collections management activities
        vii. Describe on-going and completed public education activities
        viii. Summarize activities that relate to objectives or processes defined in the Systemwide Research Design
        ix. Summarize routine activities for which no consultation occurred, pursuant to Attachment 6 of this Systemwide PA and the pertinent Project-Specific PA
        x. Describe issues that are affecting or may affect the ability of the Lead Federal Agencies to meet the terms of this Systemwide PA
        xi. Describe lessons learned.

    b. *Tabular Data*. Project accomplishments displayed as tabular data will include accomplishments in the categories of inventory, evaluation, treatment, and curation.

4. Each Annual Report will name any additional parties who have become signatory or concurring parties to this Systemwide PA after the date of the prior Annual Report (see Stipulation XVI.F).

B. *Annual Work Plans.* The Lead Federal Agencies, with input and assistance from Cooperating Groups, shall prepare Annual Work Plans for each Project. The Lead Federal Agencies shall use Annual Work Plans to describe priority Project compliance activities for the coming fiscal year. At a minimum, the Annual Work Plan and its supporting materials shall include the elements in Attachment 4.

C. *FCRPS Cultural Resource Handbook.* The Lead Federal Agencies shall maintain a handbook for internal use that describes interagency communication and coordination protocols among the Lead Federal Agencies. The FCRPS Cultural Resource Handbook shall be available to the public. At time of signature of this Systemwide PA the Handbook is it available at http://www.efw.bpa.gov/environmental_services/Handbook2007.pdf.

IX. CONSULTATION, COMMUNICATION, AND COORDINATION

Communication, coordination, and consultation are integral to the successful implementation of this Systemwide PA at both systemwide and Project levels. To achieve this, PA participants need clear, agreed-upon roles and responsibilities that are consistent across staff transfers and replacements as follows:

A. *Internal Communication and Coordination among the Lead Federal Agencies.* The principal forum for communication between the Lead Federal Agencies is the Cultural Resources Subcommittee (CRSC) of the Joint Operating Committee (JOC). The CRSC is an internal Lead Federal Agency group and is not open to regular outside participation. The CRSC operates using processes and protocols defined pursuant to the direct funding agreements and related memoranda of agreements, which are described further in the FCRPS Cultural Resource Handbook.

B. *Communication and Consultation between the Lead Federal Agencies and Consulting Parties: Cooperating Groups.* The principal mechanism for communication between the Lead Federal Agencies and consulting parties is the Cooperating Groups. The Cooperating Groups serve as a regular forum in support of intergovernmental communications for the purpose of exchanging views, technical information, and planning advice relating to the Lead Federal Agencies' Section 106 compliance, with the exception of procurement implementation (development and issuance of contracts for compliance activities) which remain the sole responsibility of the Lead Federal Agencies. Communication within the Cooperating Groups contributes toward and facilitates consultation pursuant to 36 C.F.R. part 800, and often will precede the consultation and documentation processes described in Stipulation IX.G. Communication within the Cooperating Groups also facilitates, but does not replace, Government to Government consultation with tribes.

Cooperating Groups were established by Lead Federal Agencies following signature of the SOR RODs in 1997. Active Cooperating Groups at the time of signature of this Systemwide PA are:

- One group for Bonneville, John Day, and The Dalles Projects ("Wanapa Koot Koot")
- One group for Dworshak, McNary, Little Goose, Lower Granite, Lower Monumental, and Ice Harbor Projects ("Payos Kuus Cuukwe")
- One group each for Hungry Horse, Chief Joseph, Libby, and Albeni Falls Projects
- Two groups for Grand Coulee

C. *Cooperating Group Responsibilities.* Each Cooperating Group has or shall prepare Operating Guidelines and meet no fewer than four times per year on a schedule agreed upon by that group. The Operating Guidelines for each group will describe the scope of discussion and the internal processes for the Group.

1. The Cooperating Groups may assist the Lead Federal Agencies by, among other things:

   a. Providing input to aid with determining the Project-specific portion of the APE.

   b. Helping Lead Federal Agencies determine the appropriate priorities and phasing for compliance activities per Stipulation IV.

   c. Participating in drafting plans and schedules for activities to implement this Systemwide PA.

   d. Helping to draft or review Project-Specific PAs and/or HPMPs, and Annual Work Plans for the associated Project.

   e. Providing data and reporting accomplishments to incorporate into Annual Reports.

   f. Providing information or recommendations to Lead Federal Agencies on other matters relating to the implementation of this Systemwide PA.

2. Timely input from the Cooperating Groups is essential to allow the Lead Federal Agencies to effectively consider offered information, advice, and recommendations. Timely input is particularly important on Annual Work Plans, review of systemwide documents, and other discrete action items. Failure by a Cooperating Group to establish a schedule, or failure by the Group or its members to meet an established schedule, shall not prevent the Lead Federal Agencies from proceeding with an action. A decision by the Lead Federal Agencies to proceed when the Cooperating Group is unable to provide input in a timely or agreed upon manner is not a violation of this Systemwide PA.

D. *Relationship of the CRSC and Cooperating Groups.* Members of the CRSC, appropriate to jurisdiction, are also members of the Cooperating Groups. CRSC members of a Cooperating Group are responsible for ensuring that pertinent information from the Lead Federal Agencies, the JOC, the CRSC, as well as the other Cooperating Groups is shared at

Cooperating Group meetings and Systemwide Meetings. Regular information exchange between the Cooperating Groups at the Project level and CRSC at the system level is essential to facilitating implementation of this Systemwide PA.

E. *Inability to Attend Cooperating Group Meetings*. A governmental entity who participates in a Cooperating Group may be unable to attend Cooperating Group meetings. It is the Lead Federal Agencies' responsibility to provide a reasonable opportunity for that governmental entity to continue to provide input on activities listed in Stipulation IX.C.1. These processes would be defined in Project-Specific PAs, HPMPs, or Cooperating Group Operating Guidelines.

F. *Failure of a Cooperating Group to Meet on a Regular Basis or Dissolution of a Cooperating Group.* If a Cooperating Group ceases to meet on a regular basis or is dissolved, the Lead Federal Agencies will identify alternative processes to meet the Cooperating Group purposes listed in Stipulation IX.C.1. These processes may be further refined in Project-Specific PAs, HPMPs, or Cooperating Group Operating Guidelines. At a minimum, the Lead Federal Agencies will:

1. Provide draft plans identified in Stipulation IX.C.1, for input and comment.

2. Request input to aid in defining annual priorities for the Annual Work Plan.

3. Request input and comment on eligibility, effect, and treatment activities using processes identified in Stipulation IX.G.

G. *Section 106 Consultation Documentation*

1. *Project-Specific PAs and HPMPs*. Determinations of the Project-specific APE shall be documented and provided for comment as part of the development of a Project-Specific PA and/or HPMP. Stipulation VI and Attachment 4 set forth the requirements for Project-Specific PAs and HPMPs. Lead Federal Agencies will consult on Project-Specific PAs and Stand-Alone HPMPs and offer those documents for signature to consulting parties with an interest in the Project, consistent with processes defined in Stipulation VI.D.

2. *For specific historic properties affected by an undertaking.* Except when another agency is the land manager as qualified in Stipulation IX.G.3 below, the Lead Federal land managing agency (Corps or Reclamation) and BPA shall prepare written documentation of the following findings and provide this documentation to the appropriate consulting parties for comment:

    - Determinations of National Register eligibility of a property, including any reevaluations under additional criteria.
    - Determinations of the undertaking's effect on the historic property.
    - Proposed treatment measures to resolve the undertaking's adverse effects on the historic property.

a. The consulting parties shall have 30 calendar days to comment after receipt of this property-specific documentation. The Lead Federal land managing agency and BPA shall consider the comments.

b. If objections are raised, the Lead Federal land managing agency and BPA shall continue consultation in an effort to resolve the objection. If unable to resolve disputes, the dispute resolution procedures in Stipulation XII will be followed.

c. If no comments are received, the Lead Federal land managing agency and BPA may proceed with their proposed plan.

d. In the case of an adverse effect determination, the Lead Federal Agencies shall notify the ACHP and invite its participation in the resolution of adverse effects only if the applicable SHPO/THPO and/or other land manager with jurisdiction disagrees with the determination of the Lead Federal Agencies.

3. When another agency is the Federal Land Manager at a Project (e.g., the National Park Service for portions of Lake Roosevelt), the Lead Federal Agencies shall consult with the other Federal Land Manager to determine the best process for coordinating determinations of eligibility, effect, and appropriate mitigation for adverse effects, and the process for submitting such findings for comment by the appropriate SHPO, THPO, affected tribes, and other affected parties. Such processes may be described in a Project-Specific PA and/or HPMP, or in a separate agreement between the Lead Federal Agencies and the other Federal Land Manager.

4. The specific procedures for providing documentation may be further detailed in a Project-Specific PA or HPMP, since it may vary between Projects.

H. *Communication with the Public.* The Lead Federal Agencies may involve interested members of the public in the implementation of this Systemwide PA in a variety of ways, including opportunities to provide input or comment on planning documents, as appropriate, as well as standard procedures to inform the public, such as the posting of CRSC agendas on the web and invitation to the Systemwide Meeting described in Stipulation IX.I. In addition, interested members of the public may attend Cooperating Group meetings, though they may not be standing members of a Cooperating Group. They would be invited to Cooperating Group meetings on a case-by-case basis through procedures described in a Cooperating Group's Operating Guidelines. Other mechanisms for involving the interested public could be developed in the Project-Specific PA or HPMP.

I. *Systemwide Meeting.* The Lead Federal Agencies shall continue to organize a Systemwide Meeting that serves as a forum for reporting accomplishments, sharing information, and discussing common issues. Participants shall typically be all parties involved in the implementation of this Systemwide PA. The meeting shall be open to consulting parties and interested members of the public to the extent that sensitive information (per Stipulation II.E) is protected (for example, through redacted publications, or open and closed sessions). The

Systemwide Meeting shall be held at least every two years following the effective date of this Systemwide PA.

X. PARTICIPATION OF THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

A. The ACHP shall be involved as a consulting party consistent with the terms of this Systemwide PA, except as noted in Stipulation IX.G.2.d regarding adverse effects determinations.

B. The Lead Federal Agencies shall invite the ACHP to participate in the consultation on the development of Project-Specific PAs and Stand-Alone HPMPs. If within 15 days from receipt of the invitation the ACHP provides written notification to the Lead Federal Agencies that it accepts their invitation to consult, the ACHP will be deemed to have formally entered into consultation for that Project-Specific PA or Stand-Alone HPMP for purposes of Stipulation VI.D.

XI. REVIEW OF THIS SYSTEMWIDE PA

A. The Lead Federal Agencies shall review this Systemwide PA every five years from its effective date to ensure that its terms remain relevant and are being met. The Lead Federal Agencies shall review this PA as follows:

1. Using information from the prior five years of Annual Reports, the Lead Federal Agencies shall prepare a 5-year summary of accomplishments and identify issues that are affecting or may affect the ability of the Lead Federal Agencies to meet the terms of this Systemwide PA. The Lead Federal Agencies shall solicit comments from consulting parties in preparing this summary. The 5-year summary will be included in the relevant Annual Report. As necessary, the Lead Federal Agencies shall coordinate a general meeting (using the Systemwide Meeting if appropriate) to discuss and seek to resolve issues identified as needing attention. See Stipulation VIII.A and Attachment 2.

2. After receipt of the Lead Federal Agencies' Annual Report containing the 5-year summary, a signatory party may request, in writing, additional discussion or consultation with the Lead Federal Agencies concerning unresolved issues identified during the review. If such consultation does not resolve the issue, the signatory party may utilize the dispute resolution provisions at Stipulation XII.

XII. DISPUTE RESOLUTION

A. The Lead Federal Agencies shall attempt in good faith to resolve any disputes arising out of or relating to this Systemwide PA through informal discussions. Any disputes not resolved informally in the normal course of business shall be addressed as described below.

B. *Signatory Parties*. Should a signatory party raise an objection or have a dispute regarding fulfillment of the terms of this Systemwide PA, that party shall file a written objection with the Lead Federal Agencies. If the Lead Federal Agencies determine that the objection or dispute is specific to a Project (and does not have systemwide program implications), then the dispute shall be resolved using processes defined in the pertinent Project-Specific PA or Stand-Alone HPMP. If the Lead Federal Agencies determine that the objection/dispute has systemwide program implications, or when no Project-Specific PA or Stand-Alone HPMP is yet in place, then the objection/dispute shall be addressed using the following processes:

1. Upon receipt of a written objection or dispute from a signatory party, the Lead Federal Agencies shall consult with the disputant to resolve the objection or dispute. The Lead Federal Agencies shall also notify the other signatory and concurring parties of the objection or dispute. If the objection is specific to a Project that as yet has no Project-Specific PA or Stand-Alone HPMP, only the parties with an interest in that Project will be notified.

2. If the Lead Federal Agencies cannot resolve the objection or dispute in consultation with the objecting party, then within 60 calendar days of that determination they shall forward to the ACHP documentation of the objection or dispute, a written proposal for its resolution, and request comments from the ACHP. The Lead Federal Agencies shall also notify the signatory and concurring parties of the written proposal for its resolution and provide signatory parties the opportunity to comment on the proposal.

3. Within 30 calendar days of receipt of the written submittal the ACHP shall exercise one of the following options:

    a. Concur with the Lead Federal Agencies' proposed response to the objection/dispute, whereupon they may proceed in accordance with the agreed upon response, or

    b. Not concur with the Lead Federal Agencies' proposed response, but provide the Lead Federal Agencies with recommendations, which those Agencies shall take into account in reaching a final decision regarding response to the objection/dispute.

4. Should the ACHP not exercise one of the foregoing options within 30 calendar days of receipt of the written submittal, the Lead Federal Agencies may assume that the ACHP concurs with their proposed response to the objection, advise the objecting party of that response, and proceed with their action in a manner consistent with that response.

5. Upon reaching their final decision the Lead Federal Agencies shall notify the objecting party, the ACHP, and the other consulting parties under this Systemwide PA of their decision and proceed with their action.

6. The Lead Federal Agencies shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection. The Lead Federal Agencies' responsibility to carry out all actions under this Systemwide PA that are not the subject(s) of the objection or dispute shall remain unchanged. While the objection or dispute is being resolved, this Systemwide PA remains in effect without change or suspension.

C. *Concurring Parties*. Should a written objection be filed by a concurring party to this Agreement, and if the Lead Federal Agencies determine the objection or dispute is specific to a Project-Specific PA or Stand-Alone HPMP and does not have systemwide program implications, then the objection shall be resolved using the processes defined in the pertinent Project-Specific PA or HPMP. If the objection or dispute has systemwide program implications, or when no Project-Specific PA or Stand-Alone HPMP is in place, then the Lead Federal Agencies shall notify the other signatories of the objection and provide an opportunity for comment. If the objection is specific to a Project that as yet has no Project-Specific PA or Stand-Alone HPMP, only the parties with an interest in that Project will be notified. Comments must be provided in writing and within 60 calendar days from receipt of the invitation to comment. The Lead Federal Agencies shall render a decision regarding the objection, taking into account the comments, if any, of the signatories, and notify signatory and concurring parties of the decision.

D. *Other Objectors*. Should a written objection pertaining to the implementation of this Systemwide PA be raised by any entity which did not sign this Systemwide PA, including a member of the public, if the Lead Federal Agencies determine the objection or dispute is specific to a Project and does not have systemwide program implications, then the dispute shall be resolved using processes defined in the pertinent Project-Specific PA or HPMP. If the dispute has systemwide implications, or when no Project-Specific PA or HPMP is in place, and if the Lead Federal Agencies determine that the objection is not frivolous, then the Lead Federal Agencies shall notify the signatories to this Systemwide PA. If the objection is specific to a Project that as yet has no Project-Specific PA or Stand-Alone HPMP, only the parties with an interest in that Project will be notified. The Lead Federal Agencies shall then take the objection into account, consulting with the objector and with the other signatory parties to resolve the objection. The Lead Federal Agencies shall then render a decision regarding the objection and notify signatory and concurring parties of the decision. Should the Lead Federal Agencies determine that the objection is frivolous, they shall so notify the objector in writing and may proceed with no further consideration of such objection. This Systemwide PA does not alter the ability of an objector to take concerns directly to the ACHP.

E. If the ACHP or a SHPO/THPO is contacted by a consulting party or by a member of the public to discuss a significant concern or objection about implementation of the terms of this Systemwide PA, the contacted entity shall notify the Lead Federal Agencies of the issue. This is not intended to extend to notification of Lead Federal Agencies about requests from other parties for guidance, legal interpretation, or general advice from the ACHP.

XIII. AMENDMENT

A. Any signatory party to this Systemwide PA may request in writing to the Lead Federal Agencies that this Systemwide PA be amended. If the Lead Federal Agencies determine that the request is pertinent to this Systemwide PA, or if the Lead Federal Agencies are the proponent of the amendment, then the Lead Federal Agencies shall initiate consultation with consulting parties to this Systemwide PA to consider such amendment. The amendment will go into effect when signed by the Lead Federal Agencies and ACHP, and will apply to any state or tribal lands if the applicable SHPO or THPO signs the amendment. All consulting parties to this Systemwide PA shall be notified when an amendment is being considered and when it is signed or rejected.

B. If the request for amendment or a proposed amendment is determined to be specific to a Project, the requesting party shall be directed to use the amendment process defined in the appropriate Project-Specific PA or HPMP. If the Project as yet has no Project-Specific PA or Stand-Alone HPMP, the appropriate Lead Federal Agencies shall initiate consultation with the consulting parties with an interest in that Project using the processes defined in Stipulation XIII.A of this Systemwide PA.

XIV. WITHDRAWAL OF PARTICIPATION

A. Any signatory or concurring party to this Systemwide PA may withdraw from this PA by providing the Lead Federal Agencies 90 calendar days written notice, stating the reasons for withdrawal. During the 90 days that precede withdrawal, the Lead Federal Agencies shall consult with the party to identify any mutually acceptable measures that would avoid the party's withdrawal. If mutually acceptable measures are identified that would require amendment to this Systemwide PA, then the amendment procedures of Stipulation XIII shall apply.

B. If mutually acceptable measures or amendments are not agreed to and a party withdraws, the Lead Federal Agencies and ACHP shall review this Systemwide PA to determine if it needs to be amended. If amendment is needed, processes defined in Stipulation XIII would apply. Withdrawal by a signatory party shall terminate application of this Systemwide PA as to that party.

XV. TERMINATION

A. This Systemwide PA may be terminated by mutual agreement of the Lead Federal Agencies at any time upon written notification to all consulting parties. It may also be terminated by any signatory party as applicable to that party, in accordance with the withdrawal stipulation. The ACHP can also terminate the agreement pursuant to 36 C.F.R. § 800.14(b)(2)(v) if it determines that the Lead Federal Agencies are not carrying out the terms of this PA.

B. If this Systemwide PA is terminated, the Project-specific PAs or Stand-alone HPMPs created under the umbrella of this Systemwide PA will be reviewed within 6 months from termination to determine whether the agreement will remain in force, will be terminated, or

will require amendment to meet the requirements of Section 106 of the NHPA. When a Project-Specific PA or Stand-Alone HPMP ceases to remain in effect, and if no other appropriate PA or MOA is in effect at a Project, then the Lead Federal Agency with Project jurisdiction, or the Lead Federal Agency with Project jurisdiction and BPA, shall comply with 36 C.F.R. part 800 with respect to all activities at that Project that would otherwise have been addressed by this Systemwide PA.

XVI. AUTHORITIES, EFFECTIVE DATE, AND OTHER PROVISIONS

A. This Systemwide PA does not supersede or replace preexisting Section 106 agreements relevant to the 14 Projects. However, should there be a disagreement, the terms and provisions of this Systemwide PA take precedence.

B. Nothing herein shall be construed as obligating the Lead Federal Agencies to expend funds or involve the United States in any contract or other obligation for future payment of money in excess of or in advance of appropriations authorized by law and administratively allocated for this work. Nothing herein shall be construed as obligating the Lead Federal Agencies to implement actions or expend funds other than as authorized by the NHPA or other applicable laws, or to utilize processes other than those approved for the agency. Authorities to expend funds or to conduct other activities may differ between the Corps, Reclamation, and BPA.

C. Nothing herein diminishes or affects tribal treaty rights or rights reserved by tribes under executive orders, nor does it alter or affect any governmental authority, jurisdictional rights, or property boundaries of the States, any Indian tribe, or other governmental agency or entity, nor does it affect the property rights of landowners. Nothing herein shall be construed as a waiver of sovereign immunity by a tribal party to this Systemwide PA. Nothing herein precludes tribes from seeking Government to Government consultation with the Lead Federal Agencies independent from the processes defined in this Systemwide PA.

D. Execution of this Systemwide PA and implementation of its terms evidences that the Lead Federal Agencies have taken into account the effects of the undertaking on historic properties and have afforded the ACHP a reasonable opportunity to comment on the undertaking.

E. This Systemwide PA shall become effective on the date that it has been signed by the Lead Federal Agencies and the ACHP. The Lead Federal Agencies shall ensure that each consulting party is provided a copy of the fully executed PA. This PA may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement.

F. Additional parties may become a signatory or concurring party to this Systemwide PA at any time. To do so, they would sign the Additional Signatory or Concurring Party Form (Attachment 7). The Lead Federal Agencies will notify parties to this Systemwide PA of any additional signatory or concurring parties in the next Annual Report.

G. The Lead Federal Agencies shall comply with Section 106 of the NHPA in accordance with 36 C.F.R. part 800, subpart B, for undertakings that may affect historic properties, including properties of traditional religious and cultural significance to tribes, if that tribe is not a signatory to this Systemwide PA or if that tribe has withdrawn from this PA. Similarly, the Lead Federal Agencies shall comply with Section 106 of the NHPA in accordance with 36 C.F.R. part 800, subpart B, for undertakings within the extent of a SHPO's or THPO's authority if that SHPO or THPO has withdrawn from this PA.

H. All actions taken by the Lead Federal Agencies in accordance with this Systemwide PA are subject to the availability of funds, and nothing in this PA shall be interpreted as constituting a violation of the Anti-Deficiency Act.

SIGNATORIES TO THE FCRPS SYSTEMWIDE PROGRAMMATIC AGREEMETN:

U.S. Army Corps of Engineers, Northwestern Division

_____ Date APR 9 2009

William E. Rapp, P.E.
Brigadier General, U.S. Army Corps of Engineers
Division Commander

Bonneville Power Administration

_____ Date APR 3 2009

Stephen J. Wright
Administrator and Chief Executive Officer

Bureau of Reclamation, Pacific Northwest Region

_____ Date APR 16 2009

Timothy Personius
Acting Regional Director

Advisory Council on Historic Preservation

By _____ Date 10/6/09
for Title: Executive Director

Idaho State Historic Preservation Office

By _____ Date 7/24/09
Title: Deputy SHPO Idaho

Montana State Historic Preservation Office

By _____ Date 5/4/2009
Title: SHPO

Oregon State Historic Preservation Office

By _____ Date 9-21-09
Title: Deputy SHPO

Washington Department of Archaeology and Historic Preservation

By: _____ Date: 4/3/14

State Historic Preservation Officer

Bureau of Indian Affairs

Northwest Regional Director

USDA Forest Service, Region 1

By _____ Date 5/15/09
Title: Deputy Regional forester

USDA Forest Service, Region 6

By _____ Date 10 Aug 09
Title: Deputy Regional Forester

National Park Service, Pacific West Division

By: CHRISTINE S. LEHNERTZ, REG. DIR. Date: 06-06-2014
Name and Title

Confederated Salish & Kootenai Tribes of the Flathead Reservation

By _____ Date 5-5-09
Title: Vice Chairman

Confederated Tribes of the Warm Springs Reservation of Oregon

By Ron Suppah, Sr. Date 6/2/09
Title:

Kalispel Tribe of Indians

By Glen Nenema Date 6-25-09
Title:

Confederated Tribes of the Colville Reservation

By: Michael O. Finley Date: 3-6-14
Name and Title Michael O. Finley, Chairman

Spokane Tribe of Indians

By: Rudy J. Peone Date: 11/27/14
Name and Title Rudy J. Peone, Chairman

ATTACHMENTS

Attachment 1: Authorized Purposes for the Columbia River Mainstem Projects

Attachment 2: Schedule to Implement Commitments in this Systemwide PA

Attachment 3: Glossary of Definitions for this Systemwide PA

Attachment 4: Historic Property Management Plans, Treatment Plan Principles, and Annual Work Plans

Attachment 5: Undertaking Covered by this Systemwide PA, Responsible Agencies, and Funding

Attachment 6: Routine Activities for this FCRPS Systemwide PA that do not Require Section 106 Consultation

Attachment 7: Additional Signatory or Concurring Party Form

Attachment 1

Authorized Purposes for the Columbia River Mainstem Projects And Lead Federal Agency with Operations Jurisdiction

Project	Operator/ Agency of Jurisdiction	Location	Year Completed	Type of Project	Authorized/ Operating Purposes
Libby	Corps	Kootenai near Libby, MT	1973	Storage	Flood Control, Power, Recreation
Hungry Horse	Reclamation	S. Fork Flathead, near Hungry Horse, MT	1953	Storage	Flood Control, Power, Irrigation, Navigation, Stream Flow Regulation, Recreation
Albeni Falls	Corps	Pend Oreille, near Newport, WA	1955	Storage	Flood Control, Power, Navigation, Recreation
Grand Coulee/ Columbia Basin Project	Reclamation	Columbia, at Grand Coulee, WA	1942	Storage	Flood Control, Power, Irrigation, Stream Flow Regulation, Navigation, Recreation, & other beneficial uses.
Chief Joseph	Corps	Columbia, near Bridgeport, WA	1961	Run-of-River	Power, Recreation
Dworshak	Corps	N. Fork Clearwater, near Orofino, ID	1973	Storage	Flood Control, Power, Navigation, Recreation, Fish & Wildlife
Lower Granite	Corps	Lower Snake, near Almota, WA	1975	Run-of-River	Power, Navigation, Irrigation, Recreation, Fish

					& Wildlife
Little Goose	Corps	Lower Snake, near Starbuck, WA	1970	Run-of-River	Power, Navigation, Irrigation, Recreation, Fish & Wildlife
Lower Monumental	Corps	Lower Snake, near Kahlotus, WA	1970	Run-of-River	Power, Navigation, Irrigation, Recreation, Fish & Wildlife
Ice Harbor	Corps	Lower Snake, near Pasco, WA	1962	Run-of-River	Power, Navigation, Irrigation, Recreation, Fish & Wildlife
McNary	Corps	Lower Columbia, near Umatilla, Oregon	1954	Run-of-River	Power, Navigation, Irrigation, Recreation, Fish & Wildlife
John Day	Corps	Lower Columbia, near Rufus, OR	1971	Run-of-River and Storage	Flood Control, Power, Navigation, Irrigation, Water Quality, Recreation, Fish & Wildlife
The Dalles	Corps	Lower Columbia, at The Dalles, OR	1960	Run-of-River	Power, Navigation, Irrigation, Water Quality, Recreation, Fish & Wildlife
Bonneville	Corps	Lower Columbia, at Bonneville, OR	1938	Run-of-River	Power, Navigation, Water Quality, Recreation, Fish & Wildlife

Attachment 2

Schedule to Implement Commitments in this Systemwide PA

The Lead Federal Agencies shall seek to implement actions under this Systemwide PA consistent with the following schedule. Schedules for completion of Project-Specific PAs or Stand-Alone HPMPs may be modified in consultation with signatories to this Systemwide PA and other consulting parties with an interest in that Project.

ACTION	SCHEDULE
Annual Report to consulting parties	March 31 following performance year
5-year summary report	Included in Annual Report prepared following the five year reporting period
Systemwide Meeting	Every two years at a minimum
Assess existing Project-Specific PAs or HPMPs, and set schedule to update existing or prepare new Project-Specific PAs, as needed	Within six months of effective date of this Systemwide PA
Complete drafts of new or revisions to existing Project-Specific PAs or HPMPs and circulate for review and comment	Two annually, systemwide, after effective date of this Systemwide PA
Initiate meetings with affected tribes, SHPOs, THPOs, and other agencies with jurisdiction to define standard processes to be used to identify, document, and evaluate HPRCSIT/TCPs.	Initiate within one year of effective date of this Systemwide PA
List and description of all HPRCSIT/TCP studies completed or in progress	Second Annual Report
Prepare a draft Systemwide Research Design	Within two years of effective date of this Systemwide PA
Review the Systemwide Research Design	As needed
Review this Systemwide PA	Every five years after effective date

Attachment 3

Glossary of Definitions for this Systemwide PA

Adverse Effect – an effect of an undertaking that "may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling or association. Consideration shall be given to all qualifying characteristics of an historic property, including those that may have been identified subsequent to the original evaluation of the property's eligibility for the National Register. Adverse effects may include reasonably foreseeable effects caused by the undertaking that may occur later in time, be farther removed in distance or be cumulative." 36 C.F.R. § 800.5(a).

Advisory Council on Historic Preservation (ACHP) – an independent agency created by Title II of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470i. The review process established by NHPA Section 106, 16 U.S.C. § 470f, is conducted according to regulations issued by the ACHP, 36 C.F.R. part 800, as authorized by 16 U.S.C. § 470s.

Affected Indian Tribe or Affected Tribe – consistent with 36 C.F.R § 800.14(f)(1), an affected Indian tribe includes Federally recognized tribes that attach religious and cultural significance to historic properties potentially affected by the undertaking, and Federally recognized tribes with jurisdiction over tribal lands on which the undertaking has the potential to affect historic properties.

Area of Potential Effects (APE) – "the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking." 36 C.F.R. § 800.16(d).

Concurring Party – an entity with an interest in the subject matter of this Systemwide PA and which signs this PA to signal concurrence with its terms, but has no authority or responsibility under this PA.

Consultation – "means the process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the Section 106 process." 36 C.F.R. § 800.16.

Consulting Party – any entity that has a consultative role in the Section 106 process for this Systemwide PA, as defined by 36 C.F.R. § 800.2(c). This includes, among others, the ACHP, SHPOs, THPOs, affected Indian tribes, other affected agencies, signatory parties, concurring parties, and any additional entities invited to participate due to the nature of their legal or economic relation to the undertaking or affected properties, or their concern with the undertaking's effects on historic properties [see 36 C.F.R. § 800.2(c)(5)].

Cooperating Groups – intergovernmental groups established by the Lead Federal Agencies to provide assistance to the Lead Federal Agencies in implementing Section 106 compliance activities in accordance with the provisions of each group's operating guidelines. Communication within the Cooperating Groups contributes toward and facilitates consultation pursuant to 36 C.F.R. part 800. Communication within the Cooperating Groups also facilitates, but does not replace, Government to Government consultation with tribes.

Creative Mitigation – consideration and application of a full array of treatment options as mitigation for the undertaking's adverse effects. See Treatment Plan Principles in Attachment 4 for additional details.

Cultural Resources Subcommittee (CRSC) – a subcommittee of the Joint Operating Committee comprised of authorized representatives of BPA, the Corps, and Reclamation.

Extent of Authority – the authority to implement a state or tribal historic preservation program under the NHPA. For SHPOs, this mean the area of their particular state, excluding areas governed solely by a THPO that has formally assumed the responsibilities of the SHPO for tribal lands in accordance with Section 101(d)(2) of the NHPA. For THPOs, this means tribal lands as defined under NHPA, which includes lands within a reservation boundary, and any tribal trust lands external to the boundaries of a reservation.

Federal Land Managing Agency – the Federal agency with the particular authority to manage United States-owned lands affected by the undertaking. For purposes of this Systemwide PA, the Federal Land Managing Agency shall be either the Corps or Reclamation, or in some instances it may be the National Park Service, the USDA Forest Service, or other Federal land managing agency.

Historic Properties of Religious and Cultural Significance to an Indian Tribe (HPRCSIT) – one kind of traditional cultural property. Unlike a TCP, to which any group or organization can ascribe significance, the term "historic properties of traditional religious and cultural significance to an Indian tribe" is used in Federal law and regulation to describe an historic property to which specifically an Indian tribe attaches spiritual or cultural value. Section 101(d)(6)(A) of the NHPA states that "Properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization may be determined to be eligible for inclusion on the National Register." As with any historic property, a HPRCSIT must be a property (i.e., be a physical place), and needs to have a history of use for traditional religious and cultural activities or association with religious or cultural beliefs in the past. However, the property does not have to have been in continual use up to the present day, and its association with beliefs may have been revitalized in recent times after a period of quiescence or suppression.

Historic Property – "any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the

National Register criteria." See 36 C.F.R. § 800.16(l)(1), providing elaboration on the statutory definition codified at 16 U.S.C. § 470w(5). Also see definition of "Property."

Historic Property Management Plan (HPMP) – plans that are technical, substantive frameworks for describing Section 106 compliance activities at the Project-specific level and which at a minimum contain the elements described in Attachment 4. When a HPMP is also serving as a Project-specific compliance document in lieu of a Project-Specific PA, it is called a "Stand-Alone HPMP" and it must also contain the elements described in Stipulation VI.C.

Indian Tribe or Tribe – "an Indian tribe, band, nation, or other organized group or community, including Native village, Regional corporation or Village Corporation, as those terms are defined in section 3 of the Alaska Native Claims Settlement Act (43 U.S.C. § 1602), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians." 16 U.S.C. § 470w(4).

Interested Member of the Public – an individual or entity that is not a consulting party (until invited to be so), but which the Lead Federal Agency believes may be interested in information about the undertaking and its effects on historic properties based on, for example, the Lead Federal Agency's prior experience or contact with the individual or entity, the recommendations of a SHPO or THPO, affected Indian tribes, or the individual or entity's own initiative in providing its views. See 36 C.F.R. § 800.2(d).

Joint Operating Committee (JOC) – the committee comprised of authorized representatives of BPA, the Corps, and Reclamation that coordinate the direct funding agreements between BPA and the Corps and BPA and Reclamation, respectively.

Lands (Federal Fee) – any lands, other than tribal lands, where the United States holds fee title to the property.

Lands (with Federal Legal Interest) – easement lands, leased lands, or any land where the United States has a right to use property for a specific purpose, but does not own fee title to the property.

Lead Federal Agency – the U.S. Army Corps of Engineers, the Bureau of Reclamation, and/or the Bonneville Power Administration, depending on the circumstances. Unless otherwise noted, implementation or compliance actions taken pursuant to this Systemwide PA shall typically be two of the Lead Federal Agencies, depending on the locale. See Attachment 5 for further details. For the purposes of this PA, the primary points of contact for correspondence and inquiries are the Lead Federal Agency FCRPS Cultural Resources Program Managers.

National Register of Historic Places (National Register) – the National Park Service through the authority of the Secretary of the Interior maintains the National Register of Historic Places. Sites are determined eligible for listing on the National Register using criteria defined in 36 C.F.R. § 60.4.

Project Boundaries/Lands – includes fee lands acquired by the U.S. Government for the construction and operation of Federal dams and reservoirs for Congressionally authorized purposes (as outlined in Attachment 1); the dams and reservoirs themselves; other lands associated with those dams and reservoirs where the U.S. Government has a legal interest; and, all facilities therein or thereon such lands.

Project Operations – see "undertaking" defined below.

Project-Specific Programmatic Agreement – a Project-Specific Programmatic Agreement that is focused on the process and policy of the Section 106 compliance activities and contains the elements of Stipulation VI.C of this Systemwide PA.

Property – all historic properties and, for identification and/or evaluation purposes, all locations/sites affected by the undertaking that may contain evidence of past human use or traditional religious and cultural importance that have yet to be identified/evaluated. Also see definition of "Historic Property."

Reservoir – a body of water impounded by a dam and operated for water storage and other purposes. This differs from "lakes," which are bodies of water impounded by dams and where storage is not a Project purpose. The reservoir or lake boundary fluctuates between authorized minimum and maximum pool levels.

Signatory Party – an entity that signs this Systemwide PA and has authority or responsibility according to the terms of this PA.

Stand-Alone HPMP – signed Project-specific HPMP that meets the requirements of a Project-Specific PA.

State Historic Preservation Officer (SHPO) – "the official appointed or designated pursuant to Section 101(b)(1) of the NHPA to administer the State historic preservation program or a representative designated to act for the State historic preservation officer." 36 C.F.R. § 800.16(v).

Tribal Historic Preservation Officer (THPO) – the official appointed or designated by an Indian tribe to implement the Tribal Historic Preservation Program. The term applies only for tribes on the National Park Service list that, in accordance with Section 101(d)(2) of NHPA, have formally assumed the responsibilities of the SHPO for purposes of Section 106 compliance on their tribal lands.

Traditional Cultural Property (TCP) – a property that may be "eligible for inclusion in the National Register because of its association with cultural practices or beliefs of a living community that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community." National Park Service, National Register Bulletin 38, *Guidelines for Evaluating and Documenting Traditional Cultural Properties* (1990). The property must meet the requirements defined in 36 C.F.R. § 60.4 and Bulletin 38. Historic properties of religious and cultural significance to Indian tribes (HPRCSIT) are a type of TCP.

Treatment – actions taken by a Federal agency to mitigate or resolve adverse effects on historic properties. 36 C.F.R. § 800.6.

Tribal Lands – "(A) all lands within the exterior boundaries of any Indian reservation; and (B) all dependent Indian communities." 16 U.S.C. § 470w(14). For the purposes of implementing this Systemwide PA, the Lead Federal Agencies assume that "tribal lands" includes lands held in trust by the United States for a tribe external to the boundaries of a reservation if the lands are under Federal superintendence, but does not include allotments external to the boundaries of a reservation.

Undertaking – "a project, activity, or program funded in whole or in part under the jurisdiction of a Federal agency, including those carried out with Federal financial assistance; those requiring a Federal permit, license or approval." 36 C.F.R. § 800.16 (y). For purposes of this Systemwide PA, the undertaking includes all construction (routine and non-routine) and operation and maintenance activities required for current and future operation of the 14 FCRPS Projects. See Attachment 5.

Attachment 4

Historic Property Management Plans, Treatment Plan Principles, and Annual Work Plans

Historic Property Management Plans

At a minimum, an HPMP or its supporting materials shall contain the following:

- Existing commitments from other MOAs or PAs in effect (such as the IDU PA), where applicable.
- Documentation of APE, if not already included in Project-specific agreements.
- A research design that provides an historic context for property evaluation for eligibility to the National Register. The research design shall define research domains or historic themes applicable to the area, define characteristics of property types associated with historic themes, and identify data gaps. Project-specific research designs should incorporate applicable elements of the Systemwide Research Design.
- A summary of significant past investigation and management activities, and a list of associated products.
- A list of properties, with their National Register eligibility status indicated.
- Information about historic property types present.
- Discussion of the nature and source of agents impacting resources.
- Further actions needed to identify, evaluate, and manage historic properties. General long term priorities will be identified.
- A list of anticipated compliance actions forecasted for no less than the next five years.
- A process for integrating TCP research with the archeological and historical site identification and evaluation activities.
- Inventory and evaluation strategies for all potential historic property types.
- Historic property management and treatment strategies that might be used, consistent with the treatment/recovery plan principles described below.
- A curation plan.
- A process to update records to reflect new data.
- A process for determining when and how to conduct peer review of research or educational products.
- A process for public outreach and education, including potential Heritage Tourism opportunities.
- General standards for field work, analysis, reporting, and site treatment.

The HPMP may also include, as appropriate, relevant Lead Federal Agency commitments pursuant to other resource management requirements, including, for example, Section 110 of the NHPA, ARPA, and Section 3(d) of NAGPRA addressing inadvertent discovery or intentional excavation.

If an HPMP also serves as the Project-specific compliance document (is a Stand-Alone HPMP), in the absence of a Project-Specific PA, the HPMP must also contain the procedures identified in Stipulation VI.C and be consistent with the terms and conditions of this Systemwide PA.

Treatment Plan Principles

- Treatment plans shall be prepared for historic properties that are being adversely affected by the undertaking, if they are determined eligible for the National Register or are already listed.

- Plans may be prepared for individual historic properties or for groups of historic properties, as determined most efficient and effective by the Lead Federal Agencies. Cooperating Groups will be involved in plan preparation, and consultation with consulting parties will occur consistent with the processes defined for that Project in the Project-Specific PA or Stand-Alone HPMP.

- Where there are multiple sites, selection of sites for preparation of treatment plans shall be prioritized based on consideration of an array of factors, consistent with Stipulation IV of this Systemwide PA and the applicable Project-Specific PA or Stand-Alone HPMP.

- Except for TCPs as discussed below, plans shall be prepared with input and assistance from the Cooperating Groups, applicable consulting parties, and other interested members of the public as determined necessary by the Lead Federal Agencies.

- If the property is a TCP and is on tribal land, the nature of involvement by parties other than the Lead Federal Agencies and that tribe shall be determined in consultation with the tribe. The SHPO would be involved if a TCP is on non-tribal lands outside of reservation boundaries.

- The Lead Federal Agencies shall consider creative mitigation options. Creative mitigation includes an array of options for treatment of adverse effects for a diverse range of historic property types. Consideration may include, but not be limited to: site protection or stabilization; data recovery, including historic documentation or Historic American Engineering Record/Historic American Buildings Survey records; historical or oral history research; analysis of existing collections; monitoring; and public educational materials or opportunities. Some factors that may be considered in selecting a mitigation option include, but are not limited to, the National Register criteria under which a property has been determined eligible for listing, feasibility, and cost. Off-site treatments may be implemented consistent with Agency authorities. When a property is on land not held in fee title by one of the Lead Federal Agencies, on-site treatments can occur only with permission from the landowner or agency with jurisdiction.

- A process for determining appropriate resource-specific treatments for historic properties adversely affected by the undertaking.

Annual Work Plans

The Annual Work Plan for each Project shall be developed by the Lead Federal Agencies with input and assistance from Cooperating Groups and coordination with consulting parties. At a minimum, the Annual Work Plan shall include:

- A prioritized list of proposed historic properties compliance activities for the year, which indicates how the activities contribute toward the objectives of the Project-Specific Research Design and the Systemwide Research Design, if appropriate.
- An estimated level of effort for each activity and proposed cost.
- Methods to accomplish the activity (i.e., contract or in-house agency labor).
- Proposed start/finish dates.

Attachment 5

Undertaking Covered by this Systemwide PA, Responsible Agencies, and Funding

Undertaking Covered by this Systemwide PA

The undertaking covered by this Systemwide PA is the operation and maintenance of the 14 Columbia and Snake River Federal hydropower dams of the FCRPS for all of their multiple authorized purposes. For purposes of this PA, the undertaking includes all construction (routine and non-routine) and operation and maintenance activities required for current and future operation of the FCRPS.

The following non-exclusive list contains examples of activities and programs that are not covered under the terms of this Systemwide PA because, for instance, they are covered by another PA, are not part of the undertaking, or the Lead Federal Agencies comply through individual Section 106 reviews:

- Canals, ditches, and laterals and facilities (other than facilities at Grand Coulee Dam) that are associated with Reclamation's Columbia Basin Project.
- Construction and maintenance of BPA's transmission system.
- BPA Fish and Wildlife Program activities, including, for example, funding the acquisition of mitigation lands.
- Compliance with NAGPRA, Sections 5, 6 & 7.
- Corps Section 10/404 Regulatory Permits.
- Actions by agencies other than the Lead Federal Agencies, when those other agencies are implementing FCRPS Project purposes which by agreement are the responsibility of those other agencies. Examples include: implementation of recreation purposes (e.g., campground construction and maintenance by the USDA Forest Service), or fish mitigation actions by other agencies (e.g., U.S. Fish and Wildlife Service-managed fish hatcheries).

Responsible Agencies

For most of the activities encompassed by the undertaking, there will typically be two Lead Federal Agencies involved: the Project's operator (the Corps or Reclamation depending on the Project) and BPA which provides direct funding for the power portion of operations activities, including funding for operation and maintenance activities.

For some activities encompassed by the undertaking, there may be only one Lead Federal Agency involved, the Project operator. This would be the case for an activity that is not classified as "power" or "joint use" (which includes hydropower), and for which all funding associated with the activity is from Congressional appropriations (no BPA direct funding is involved). An example of this might be costs associated with navigation or maintenance of navigation locks.

It is unlikely that BPA would ever be the only Lead Federal Agency involved in an activity implemented under this Systemwide PA. This is because it does not operate the Projects, and it does not manage any Project lands relative to the undertaking. BPA does manage substation properties, but these are part of the transmission system and are not covered under this PA.

Funding

This Systemwide PA is not a funding document. Nonetheless, in response to comments and questions, the Lead Federal Agencies provide the following background regarding how they interact to provide funding for historic properties management at the Projects. The Corps and Reclamation, respectively, operate and maintain the FCRPS Projects. The costs of operation and maintenance are classified by the agencies according to the Project purposes they support: "joint use" purposes include operations and maintenance that support the multiple Project purposes (including power). With ratepayer monies, BPA directly funds the Corps and Reclamation for the power share of operation and maintenance costs—specific power-only operations and maintenance, and the power share of joint use operations and maintenance. The Corps and Reclamation, respectively, fund the non-power shares of operation and maintenance. Funding coordination is the subject of direct funding agreements for operation and maintenance of the Projects and related MOAs between the Corps and BPA, and Reclamation and BPA, overseen by the Joint Operating Committee of these Lead Federal Agencies. Historic properties compliance activities are included in the operation and maintenance of the FCRPS Projects.

As agreed by the three agencies following the System Operation Review, a specific budget of $4.5 million annually, for 15 years (apportioned at $3 million for Corps Projects and $1.428 million annually for Reclamation Projects) is allocated from the operation and maintenance budget specifically for historic properties program compliance. Please see the FCRPS Cultural Resource Handbook. This targeted allocation of $4.5 million annual is often referred to by the Lead Federal Agencies as "fenced funds" which are not intended by the Agencies to be applied to other operation and maintenance purposes. Thus, while this Systemwide PA is intended to cover multipurpose operations and is in that sense broad, such that activities of the undertaking not funded through the "fenced funding" may be covered, the reverse is not true: just because this Systemwide PA covers the broad undertaking does not mean that "fenced funding" can be expended beyond the intended historic properties program boundaries, unless otherwise agreed to by the JOC. Appropriate use of fenced funding is discussed in a separate MOA.

Attachment 6

Routine Activities Under this FCRPS Systemwide PA That Do Not Require Section 106 Consultation

Review Process Requirements

The following list of routine activities is intended for use by Corps District and Reclamation cultural resource specialists when routine activities associated with the undertaking are proposed at any of the 14 Projects. It is important to note that this list is not exhaustive and may be expanded during development of Project-Specific PAs or HPMPs. ***Corps and Reclamation cultural resource specialists who meet the Secretary of the Interior's Standards and Guidelines for Professional Qualifications (36 C.F.R. part 61) shall review specific routine activities implemented under this Systemwide PA and determine whether they fall within one of the routine activity categories defined below***.

The following categories of routine activities have little or no potential to cause effects on historic properties as long as the conditions listed below are met. If at any time during review of a specific routine activity, information becomes available that would indicate to the Lead Federal Agencies that the specific activity may have a higher potential for effects, either review processes outlined in Project-Specific PAs, or standard Section 106 review, shall be initiated.

To make the determination whether a specific routine activity has little or no potential to cause effects on historic properties, cultural resource specialists will review available materials, such as published and archival records, prior reports, and/or maps and photographs. The purpose of the review is to: determine the nature and reliability of past investigations; determine if there are known properties (including TCPs/HPRCSITs) in the area; assess the extent of any past disturbance; and determine if further investigations are warranted in order to establish if properties are present or would be affected. A determination by a cultural resource specialist that an area is disturbed or is composed of fill or other artificial materials, must be based on documentation in reports of previous investigations in the area, evidence in records or photographs, or have been agreed upon in past consultations with SHPO/THPO, tribes, or other consulting parties.

If the cultural resource specialist determines that no historic properties are located in the activity area or if there is little or no potential to cause effects on historic properties, then the Lead Federal Agency has no further obligation to consult on that activity and will document the finding of no potential to cause effects. If the cultural resource specialist finds there is insufficient information to assess if cultural resources are present, then the routine activity under review will be subject to processes outlined in the applicable Project-Specific PA or standard Section 106 review.

Documentation of a determination of little or no potential to cause effects on historic properties shall, at a minimum, consist of a written summary that describes the specific routine activity,

describes review or identification efforts and the results, identifies any avoidance/protective measures taken, indicates the reviewer and date reviewed, and provides maps showing the location of the activity and area of potential effects. Documentation shall be filed in the Corps District or Bureau of Reclamation files, as appropriate, and summarized in the Annual Report prepared under this Systemwide PA (VIII.A.a.ix).

Limitations

These limitations apply to all the categories of routine activity listed below:

- Specific routine activities will not be authorized under this process if they involve movement, removal, or alteration of culturally modified rock or culturally utilized rock, or natural rock that contribute to properties of religious and cultural significance to Indian tribes.
- Specific routine activities will not be authorized under this process within fill, when that fill is a material component of a built structure (e.g., dam, dike, roadbed) that may be an historic property.
- Re-evaluation of properties will occur as needed consistent with 36 C.F.R. § 800.4(2)(c)(1), which states "The passage of time, changing perceptions of significance, or incomplete prior evaluations may require the re-evaluation of properties that had been previously determined "eligible" or "not eligible" for the National Register of Historic Places." This re-evaluation will occur with consultation with consulting parties.
- No buildings or structures less than 50 years in age will be altered or demolished without prior assessment by a cultural resource specialist to determine if they have a level of importance that would require consultation at a lesser age to determine eligibility.
- Coordination with affected tribes will occur if there is reason to believe that past investigations did not include consultations or investigations needed
- If consultations or investigations have not occurred in the past to determine if TCPs or HPRCSITs might be present, the Lead Federal Agency will coordinate with affected tribes.

This list of categories of routine activities is not intended to preclude the Lead Federal Agencies from identifying other categories of activities as having little or no potential to cause effects. Additional routine activity categories may be identified in Project-specific agreements.

Categories of Routine Activity

1. Transfer of real estate from a Lead Federal Agency to another Federal agency with equal responsibility for compliance and that has cultural resource specialists that meet the Secretary of the Interior's standards.
2. Blading, ground clearing, or excavation that occurs entirely within fill, and the fill itself does not contribute to the historic significance of a property.
3. Blading, ground clearing, or excavation within areas where existing ground disturbance entirely encompasses the area that would be affected by the activity and where the past

disturbance was so severe as to preclude the existence of intact cultural deposits, and no known properties are present.

4. Use of existing gravel pits, including further materials extraction and stockpiling within the pit, where no lateral expansion of the previously excavated area of the pit will occur.
5. Replacement or restoration of existing rip rap within the demonstrated vertical and horizontal limits of previous construction or disturbance.
6. Adding rock fill or gravel to roads where no new ground disturbance will occur and no recorded properties are within the road bed.
7. Treatment of weed infestations that does not violate the chemical label, does not involve ground disturbance, where no features (such as pictographs or petroglyphs) that might be damaged are present, and does not occur within landscaped areas where native plant communities might be harvested.
8. Encroachment thinning using hand methods to lop branches and cut small trees and brush, where material is dropped in place, stumps are left in place, and no chemical treatments are used. This would not include areas with culturally modified trees.
9. Routine maintenance and repair to interiors or exteriors of existing buildings and structures that are less than 50 years old (subject to limitations defined above), or have been determined "not eligible" for the National Register in consultation with the SHPO/THPO, and where there are no other properties in the immediate vicinity.
10. Maintenance or repair of fence lines that are less than 50 years old, where no ground disturbance occurs, or the fence line is on fill, there will be no movement, removal, or alteration of rock, and where the fence is not located within the boundaries of an historic property, or where the property has been determined "not eligible" for the National Register in consultation with the SHPO/THPO.
11. Rodent control that does not involve ground disturbance, no movement, removal, or alteration of rock, or contamination of native or traditional foods and plant fibers.
12. Installation, repair, or replacement of signs and markers on existing buildings or structures that are less than 50 years old, where there is no visual intrusion to nearby historic properties.
13. Installation, repair, or replacement of signs and markers where no ground disturbance will occur, or where installation is confined to disturbed areas or fill, and without movement, removal, or alteration of rock.
14. Installation, repair, or replacement of monitoring equipment where no ground disturbance occurs, there will be no movement, removal, or alteration of rock, the activity is not located within the boundaries of an historic property, or where the property has been determined "not eligible" for the National Register in consultation with the SHPO/THPO. Examples of such equipment are stream flow or dissolved gas gauges, weather stations, animal traps, and security monitoring or transmitting devices.
15. Excavations for maintaining, removing, or replacing tile, ditches, fire lines, dikes, levees, pipes, pipelines, cables, telephone lines, fiber optic lines, signs, gates, or cattle guards, when the property or items are less than 50 years in age or have been determined "not

eligible" in consultation with the SHPO/THPO, where they are not within or part of an historic property, and where excavations, including heavy equipment operation, occur within the demonstrated vertical and horizontal limits of previous construction, and within previously surveyed areas.

16. Small bore (less than 6 inch diameter) drilling within areas previously surveyed and outside of known property areas.
17. Repair, replacement, and installation of energy conservation, health and life safety, accessibility, and security measures that do not affect the historic or architectural values and character-defining features of historic properties, and do not involve ground disturbance. Examples of activities that would NOT be included are: removal, replacement, reconstruction, or reconfiguring of original staircases, windows, or doors, or their openings; cutting new door or window openings on public facades; or introducing visually intrusive new materials or structures on public facades or into contributing surrounding landscapes. Any alteration of historic buildings implemented under this category will comply with the Secretary of the Interior's Standards for Rehabilitation (36 C.F.R. part 67), and will be reversible.
18. Repair or replacement of equipment or material that is not original to a historic structure and where the replacement will not cause an effect upon the historic or architectural values and defining features of historic properties.
19. Maintenance of existing trails, walks, paths, sidewalks, and associated signage, and work is conducted within the demonstrated vertical and horizontal limits of previous construction or disturbance, and no known properties are within the work area.
20. Maintenance within existing road or parking lot profiles, such as repaving, grading, cleaning inboard ditches, repairing, brushing, signing and sign maintenance or replacing guards and gates within the demonstrated vertical and horizontal limits of previous construction or disturbance.

Attachment 7

ADDITIONAL SIGNATORY OR CONCURRING PARTY

TO THE

SYSTEMWIDE PROGRAMMATIC AGREEMENT

FOR THE MANAGEMENT OF HISTORIC PROPERTIES

AFFECTED BY

THE MULTIPURPOSE OPERATIONS OF FOURTEEN PROJECTS OF THE

FEDERAL COLUMBIA RIVER POWER SYSTEM

FOR COMPLIANCE WITH

SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

SIGNATURE BY CONSULTING PARTY:

By: _____ Date: _____
Name and Title

Representing: _____
Agency/Tribe/Entity

OR

SIGNATURE BY CONCURRING PARTY:

By: _____ Date: _____
Name and Title

Representing: _____
Agency/Tribe/Entity

APPENDIX G
FIVE PARTY AGREEMENT (1990)

LAKE ROOSEVELT
COOPERATIVE MANAGEMENT AGREEMENT

I. RECITALS

A. Whereas, the Bureau of Reclamation (hereinafter Reclamation) in connection with its responsibility for the construction, operation, and maintenance of the Columbia Basin Project has withdrawn or acquired lands or the right to use lands and may acquire additional land under the federal reclamation laws, Act of June 1902, 32 Stat. 388, and acts amendatory thereof or supplementary thereto, including the Act of March 10, 1973, 57 Stat. 14, and the Act of August 30, 1935, 49 Stat. 1028, 1039; and

B. Whereas the parties recognize (1) that some of the land acquired, withdrawn or used by Reclamation is located within the boundaries of the Colville Indian Reservation and the Spokane Indian Reservation; (2) that those reservation boundaries were not changed as a result of the acquisition or use of land within either reservation for the Columbia Basin Project; and, (3) that the Confederated Tribes of the Colville Reservation and the Spokane Tribe retain certain governmental authority and responsibility within the exterior boundaries of their respective reservations; and

C. Whereas, Congress and the President have each recognized certain sovereign and governmental powers of Indian tribes within their respective reservations, and support the tribal sovereignty of Indian tribes to exercise their full measure of governmental authority within their respective reservations; and

D. Whereas, on Lake Roosevelt, consistent with the express policies of the United States, the Colville and Spokane tribes have an interest in and certain regulatory authority within their reservations over fish and wildlife harvest and habitat protection, recreation, environmental protection, protection and management of cultural, historical and archaeological resources, and the development and utilization of resources on reservation, including economic development and management thereof; and

E. Whereas, the parties agree that the recreational and other natural resources of Lake Roosevelt and adjacent lands which through sound coordinated planning, development, and management of the Lake Roosevelt Management Area (LRMA), offer unusual opportunities for recreation and other activities for the people of the nation, and the members of the Confederated Tribes of the Colville Reservation and Spokane Indian Tribe; and

F. Whereas, lands acquired by Reclamation for Lake Roosevelt within the Colville and Spokane reservations are available for public recreation and other development; however, the management and development of those lands may pose unique and difficult problems because of the cultural, religious, and competing social uses to which the tribes have committed their reservations; and

G. Whereas, the parties recognize that development in areas of Lake Roosevelt located off the Colville and Spokane Reservations will affect and impact reservation lands and resources, and because the lake area was the ancestral home of the Colville and Spokane Indians, such development could impact off-reservation archaeological, historical or religious sites; likewise, reservation activity will affect similar sites off the reservation within the LRMA; and

H. Whereas, there is an inter-relationship between the development of recreational and other natural resources of the LRMA; and

I. Whereas, the Coulee Dam National Recreation Area is an existing unit of the National Park system and subject to all NPS laws, regulations, policies and guidelines; and,

J. Whereas, the National Park Service has special skills and experience in planning, developing, maintaining and managing areas devoted to recreational uses, and is authorized to coordinate with other federal agencies in developing recreational programs (16 U.S.C. §§ 17j-2(b), 4601-1); and

K. Whereas, the Confederated Tribes of the Colville Reservation and the Spokane Indian Tribe have significant interests in the use and development of those lands within the LRMA, particularly within their respective reservations, and have demonstrated the willingness, capability and experience to

manage those lands and resources within their reservations for beneficial purposes including public recreational uses, and the conservation of the resources; and

L. Whereas, the respective parties to this Agreement are in a position to provide the services herein identified and, it has been determined to be in the interest of the United States Government to use such services, and the participation of the Confederated Tribes of the Colville Reservation, and the Spokane Tribe as set out herein is consistent with the Indian Self Determination Act of 1975, P.L. 93-638, as amended; and

M. Whereas, it is recognized and understood among the parties hereto, that nothing contained herein shall affect the authority of any party to commit federal funds as provided by law; and

N. Whereas, the protection, curation and ultimate disposition of archeological and historical resources (hereafter collectively resources) located within the LRMA is an important responsibility under this Agreement; and in several areas, investigation or preservation activities have occurred in the past but conditions have since changed; and the parties recognize it is important to learn more about these resources; and

O. Whereas, there exists a dispute on the extent of the Spokane Indian Reservation on the Spokane River Arm of Lake Roosevelt; and whereas, nothing in this Agreement shall be interpreted to affect that issue; and

P. Whereas, the Secretary of the Interior has a trust duty to tribes and has an obligation to exercise his/her authority consistent with statutory responsibilities and that trust duty, and to interact with tribes on a government-to-government basis.

NOW THEREFORE, the parties hereto, hereby mutually agree as follows:

II. AUTHORITY

1. This Agreement is entered into by the Department of the Interior pursuant to the authority of the Act of August 30,

1935, 49 Stat. 1028, 1039, the Act of March 10, 1943, 57 Stat. 14, 43 U.S.C. §§ 373, 485i (1982). Nothing in this Agreement shall be construed to modify or annul the Secretary's authority under these Acts.

2. The Confederated Tribes of the Colville Reservation has authority to enter into this Agreement pursuant to Article V, Section 1, Part (a) of the Colville Constitution, adopted February 26, 1938, and approved by the Secretary on April 19, 1938.

3. The Spokane Tribe has authority to enter into this Agreement pursuant to Article VIII of the Spokane Tribal Constitution, adopted June 27, 1951, as amended.

III. PURPOSE

The purpose of this Agreement is to allow the parties to coordinate the management of the Lake Roosevelt Management Area (hereinafter referred to as LRMA), and to plan and develop facilities and activities on Lake Roosevelt and its freeboard lands. The parties acknowledge and recognize management of the LRMA is subject to the right of the Bureau of Reclamation to accomplish the purposes of the Columbia Basin Project.

IV. GENERAL PROVISIONS

A. Parties:

The parties to this Agreement shall include as governmental parties the National Park Service (NPS), the Bureau of Reclamation (Reclamation), the Bureau of Indian Affairs (BIA), the Confederated Tribes of the Colville Reservation (Colville Tribes), and the Spokane Indian Tribe (Spokane Tribe). Unless the context of the Agreement requires otherwise, the Colville and Spokane tribes shall be referred to collectively as "tribes."

B. Area Subject to Agreement:

This Agreement shall cover the management of the LRMA as depicted in Exhibit 1 attached hereto. The LRMA includes Grand Coulee Dam and its appurtenances on Lake Roosevelt, the surface area of Lake Roosevelt up to elevation 1290 msl

(hereinafter Lake area) and all freeboard lands surrounding Lake Roosevelt above elevation 1290 msl owned by or used by the United States pursuant to any agreement for purposes of the Columbia Basin Project.

C. Management Zones:

For the purpose of coordinating the management of the LRMA, and for allocating the appropriate use of resources available in and around Lake Roosevelt, three management zones shall be established.

1. Reclamation Zone: That part of the LRMA surrounding Grand Coulee Dam as set out in Exhibit 1 and marked in blue.

2. Recreation Zone: That part of the LRMA lying outside of the Reclamation and Reservation Zones as set out in Exhibit 1 and marked in green.

3. Reservation Zone: That part of the LRMA lying within the boundaries of the Colville Indian Reservation or Spokane Indian Reservation all as set out in Exhibit 1 and marked in orange. Provided, that for purposes of management only, in those areas where the Colville Indian Reservation and Spokane Indian Reservation lie across from each other and on the Spokane River arm, there shall be a right of navigational passage. This right shall be defined as the right to pass through that portion of the Reservation Zone defined in this Part to a destination point outside that portion of the Reservation Zone.

D. Management and Regulation of the LRMA:

The parties to this Agreement agree that the management and regulation of the LRMA set out below are not intended to nor shall they interfere with or be inconsistent with the purposes for which the Columbia Basin Project was established, is operated and maintained; those purposes being primarily flood control, improved navigation, streamflow regulation, providing for storage and for the delivery of stored waters thereof for the reclamation of public and private lands and Indian reservations, for the generation of electrical power and for other beneficial uses, nor is it intended to modify or alter any obligations

or authority of the parties. Consistent with the above statement, the management and regulation of the LRMA shall be as follows:

1. Reclamation shall have exclusive operational control of the flow and utilization of water at the Grand Coulee Dam and Project facilities operated by Reclamation, and of all access to the Grand Coulee Dam and Project facilities operated by Reclamation; and complete and exclusive jurisdiction within the Reclamation Zone, including authority over and responsibility for the Grand Coulee Dam and Project facilities operated by Reclamation, and such project lands adjacent thereto as the Commissioner of Reclamation with the approval of the Secretary determines to be necessary for Project purposes. Provided, that the parties shall retain the right to take any action otherwise available to challenge any action undertaken by Reclamation under the authority recognized under this Part, including but not limited to action dealing with irrigation, lake level, flows, and storage.

2. NPS shall manage, plan and regulate all activities, development, and uses that take place in the Recreation Zone in accordance with applicable provisions of federal law and subject to the statutory authorities of Reclamation, and consistent with the provisions of this Agreement subject to Reclamation's right to make use of the Recreation Zone as required to carry out the purposes of the Columbia Basin Project.

3. The tribes shall manage as follows:

   a. The Colville Tribes shall manage, plan and regulate all activities, development and uses that take place within that portion of the Reservation Zone within the Colville Reservation in accordance with applicable provisions of federal and tribal law, and subject to the statutory authorities of Reclamation, and consistent with the provisions of this Agreement subject to Reclamation's right to make use of such areas of the Reservation Zone as required to carry out the purposes of the Columbia Basin Project.

b. The Spokane Tribe shall manage, plan and regulate all activities, development, and uses that take place within that portion of the Reservation Zone within the Spokane Reservation in accordance with applicable provisions of federal and tribal law, and subject to the statutory authorities of Reclamation, and consistent with the provisions of this Agreement subject to Reclamation's right to make use of such areas of the Reservation Zone as required to carry out the purposes of the Columbia Basin Project.

c. In those portions of the Reservation Zone where the Colville Indian Reservation and Spokane Reservation abut, the tribes shall determine as between themselves the allocation of management responsibility.

4. The BIA shall assist the tribes in carrying out the tribes' management of the Reservation Zone, and undertake such other activities as are authorized by law in support of the tribes.

E. Coordination of LRMA.

1. Each party to this Agreement shall designate a representative who will meet periodically with representatives of the other parties to coordinate the independent management of each within the LRMA, consistent with this Agreement.

2. The Parties shall:

a. Review, coordinate, communicate and standardize the management plans, regulations and policies developed by the tribes and NPS for their respective management areas to manage and regulate (1) recreation activities, (2) commercial and private development, including major new or significantly expanded development, and (3) the protection of the environment of the LRMA, all consistent with the special interests identified by the parties for their respective management areas, to the extent possible.

b. Develop a method to incorporate the plans developed by the tribes and NPS to provide to the extent practicable uniform management in the LRMA. Implementation of such plans shall be carried out consistent with the purposes of the Columbia Basin Project.

c. Review, coordinate, communicate and standardize use permits within the LRMA to the extent practicable, taking into account the cultural and religious interests of the tribes and other parties, and the need to have the standards uniformly applicable in the LRMA.

d. Monitor, once per year, compliance with this Agreement.

e. Involve and receive the comments from other interested state, local, county or regional governmental entities and private individuals, or citizen groups or entities with respect to activities related to the management of the LRMA.

f. Coordinate the development of annual operating budgets and proposals for funding.

g. Undertake such other Lake Roosevelt activities that the Parties agree to undertake consistent with applicable law.

3. Dispute Resolution Process:

a. Any party to this Agreement that is aggrieved by any action of another party related to this Agreement, or the failure of a party to act consistent with this Agreement may request that the issue be resolved under this part.

b. Any party shall prior to initiating any procedure under Part c of this Part, request: (1) a meeting of all Area/Regional Directors and tribal council representatives, to see if the problem can be resolved, and (2) if the process under Part (1) of this subpart is not successful any party may request that officials of the next higher level of BIA, NPS and Reclamation and area/regional

Directors meet with tribal council representatives to consider the issue and attempt to resolve it.

c. The aggrieved party or parties may request that a mediator be appointed to help resolve the issue. The parties shall agree on a mediator, or in the absence of agreement, the presiding Judge of the United States District Court for the Eastern District of Washington shall be requested to appoint a mediator. The parties shall develop procedures to insure that mediation is expeditious.

d. The dispute resolution process set out in this part shall be in addition to any other rights of a party to seek enforcement or interpretation of this Agreement.

F. Funding:

1. All parties shall cooperate in the development of all budget components and cost data and in the sharing of the necessary technical information so that each party can make realistic budget estimates necessary for that party to adequately manage the LRMA.

2. Each party to the Agreement shall seek funding for its share of this Agreement. The Superintendent of the Coulee Dam National Recreation Area, the Project Manager of Grand Coulee Dam and the Colville and Spokane Agency Superintendents of the Bureau of Indian Affairs will make a good faith effort to request funds needed by them to manage the LRMA. The BIA agency superintendents shall request funds needed by the tribes to adequately carry out their management responsibilities as identified under this Agreement. These requests shall only be developed and proposed consistent with and subject to budgetary practices and procedures of the United States, including, but not limited to the direction and policies of the President, OMB, and the Secretary of the Interior. Except as required under this paragraph or applicable law, parties to this Agreement shall support the need to provide adequate funding to the tribes to allow the tribes to carry out their responsibilities under this Agreement.

3. Upon approval of the requests for submission to the Congress as part of the President's budget, each party shall to the extent practicable, identify these funds in their respective congressional justifications and continue to support their own and each other's funding requests when testifying before Congress to the extent that such requirements are identified in the President's budget.

4. This Agreement shall not create an obligation on the part of any party hereto to expend funds that have not been lawfully appropriated by Congress or the Colville or Spokane tribes. The failure to take action otherwise required because funds were not appropriated shall not constitute a breach of this Agreement.

5. Nothing in this part shall prohibit or limit the right of the tribes to independently seek funding from whatever source is available to carry out their management and regulation within the Reservation Zone.

6. To the extent allowed by law, and consistent with the activity being undertaken and the terms of the Agreement, if additional funds from sources other than congressional appropriation become available to Reclamation, NPS or the BIA for purposes of undertaking any activity addressed by this Agreement, the agencies shall attempt to assure an equitable portion of those funds will be available to the tribes for compliance with this Agreement.

7. When the BIA submits its proposed budget it shall specifically identify for the Colville and Spokane tribes funds to cover the Lake Roosevelt Management Agreement.

8. Funding for the curation of any Indian resources transferred to the Colville and Spokane tribes will be included in the tribes' budget for management of LRMA unless other means become available for curation.

G. <u>Coordination of Recreation</u>:

1. The NPS and tribes shall coordinate their respective activities to the end that in the implementation of

their independent management and regulation of the LRMA they achieve to the extent practicable, a uniform system of recreation management including law enforcement throughout the LRMA taking into account the special needs or circumstances identified by the tribes or the NPS within the Reservation or Recreation Zones, respectively.

2. The NPS and tribes shall develop and implement a procedure that informs the recreating public of all facilities, resources, and concessions located within the LRMA, and the limitations on their use, and further informs the recreating public of the rules applicable in the various Management Areas of the LRMA, including anti-pollution rules.

3. The NPS and tribes shall work with Reclamation in the development of any recreation management or resource plans for the LRMA consistent with Federal law.

H. Development and Utilization of Resources:

1. The tribes shall retain within those parts of the Reservation Zone within their respective reservations the right to beneficially develop and utilize the natural resources and to develop economic enterprises that are compatible within the character of the LRMA, subject to federal statutory requirements. Use of the freeboard lands as allowed under this subpart H.1. shall be with the permission of the United States, which shall not be unreasonably withheld.

2. Should operations of the Columbia Basin Project cause damage to the natural resources on the freeboard lands within the Reservation Zone for which mitigation is required by law, the mitigation shall take place on the Reservation within which the damage took place to the extent practicable. Nothing in this part shall relieve any party from liability for past impacts to the natural resources of any party on either the Colville or Spokane Reservations.

I. Reservation of Rights:

This Agreement shall not be construed as waiving any rights the parties have under any applicable Act of Congress,

Executive Order, treaty, regulation, court decision or other authority.

J. Protection and Retention of Historical, Cultural and Archaeological Resources:

1. The parties to this Agreement shall prepare a Cultural Resources Management Plan that provides for the identification, and protection of Indian archaeological and historical resources (as identified in 16 U.S.C. 470bb(1), and 16 U.S.C. § 470w(5) (hereafter Indian Resources) located within the LRMA, and a procedure for the most expeditious transfer of title and return to the tribes of Indian Resources removed from the LRMA by the United States or with the United States' authority and which are within the United States' possession or under its control, consistent with the tribes' ability to properly curate or provide for the curation of the Indian Resources as required by law.

2. The Cultural Resources Plan shall contain provisions requiring the Federal parties to notify and consult with the tribes during the planning process and prior to authorizing or undertaking any survey, monitoring, or removal of Indian Resources from the LRMA, and shall provide an opportunity for the tribes to participate in, or if consistent with the activity to undertake any such activity.

K. Duty to Comply:

It shall be a violation of this Agreement for any party to take any action or authorize any other person or entity to take any action that is inconsistent with or in violation of the terms and conditions of this Agreement, or to fail to take any action otherwise required by this Agreement.

V. MISCELLANEOUS PROVISIONS

A. Effective Date:

This Agreement shall become effective on the date it is approved by the Secretary of the Interior.

B. Modification of Agreement:

This Agreement may be modified only in writing, signed by all the parties and approved by the Secretary.

C. Termination:

This Agreement shall remain in effect until terminated by the Secretary of the Interior. Any party may request that the Secretary terminate this Agreement. Within 30 days of the receipt of a request to terminate, the Secretary shall establish a mechanism to assist the parties to the Agreement in reconciling differences under this Agreement or to negotiate a new Agreement. The Secretary shall terminate this Agreement 180 days after the mechanism required under this part is established if no agreement between the parties is reached.

D. Judicial Enforcement:

Without regard to any other dispute resolution process set out in this Agreement, any party may seek review of any provision of this Agreement to determine the rights or obligations of the parties under this Agreement or to seek judicial enforcement of any provision of this Agreement or of a party's failure to carry out any duty provided for under this Agreement. Nothing in this Agreement shall be interpreted or construed as a limitation upon any party's right to seek judicial or administrative enforcement or review of any matter based upon treaty, Federal or state law or Executive Order, or to take any other action allowed by law.

E. Implementation of Agreement:

1. The tribes and the NPS shall independently exercise their individual and separate management and regulation of the Reservation and Recreation Zones respectively, consistent with the consultation and coordination responsibilities set out in this Agreement, and consistent with the legislated purposes of the Columbia Basin Project and applicable Reclamation Law.

2. Reclamation, in exercising its statutory oversight authority in the LRMA, shall not interfere with the management and regulation of the tribes or NPS as set

out in Part IV.D of this Agreement except where the actions of either the tribes, the NPS, or both are inconsistent with the legislated purposes of the Columbia Basin Project or interfere with the ability of Reclamation to carry out its legislated responsibility for the Columbia Basin Project.

F. Visitor Center:

Reclamation shall work with the tribes and NPS to incorporate their suggestions into the development of an interpretive program to the extent of available resources, for changes to the visitor's presentations. The resulting program should depict the purpose and operation of the Columbia Basin Project, the Indian history, government, and culture of the area, the impact of the Columbia Basin Project on the tribes, and the available recreational resources and benefits. This may include the display and distribution of literature/information applicable to the LRMA.

G. Contracting:

There are or may be activities carried out by contract by the Federal parties that take place within the LRMA under this Agreement that could be contracted by the tribes. The Federal parties will provide notice to the tribes of all contracting opportunities within the LRMA and will coordinate on contracting options, which may be available to tribes, either directly or through another Federal agency, within the LRMA, prior to the obligation of appropriated funds consistent with their statutory authorities. The parties to this Agreement shall use their best efforts to contract with the tribes consistent with the continued execution of their agency directed duties, to the extent allowed by statutory authority. Likewise, there may be opportunities for the tribes to contract for services or

facilities with the other parties. Nothing in this Part shall limit a party from utilizing bidding procedures.

APPROVED:

DATED: APR 20 1990

Jude C. Stensgar
Chairperson
Colville Business Council

DATED: APR 20 1990

John M. Sayre
Assistant Secretary for
Water and Science

DATED: APR 20 1990

Joe V. Flett
Chairperson
Spokane Indian Tribe

DATED: APR 11 1990

Constance Harriman
Assistant Secretary for
Fish, Wildlife and Parks

DATED: APR 10 1990

James M. Ridenour
Director
National Park Service

DATED: APR 20 1990

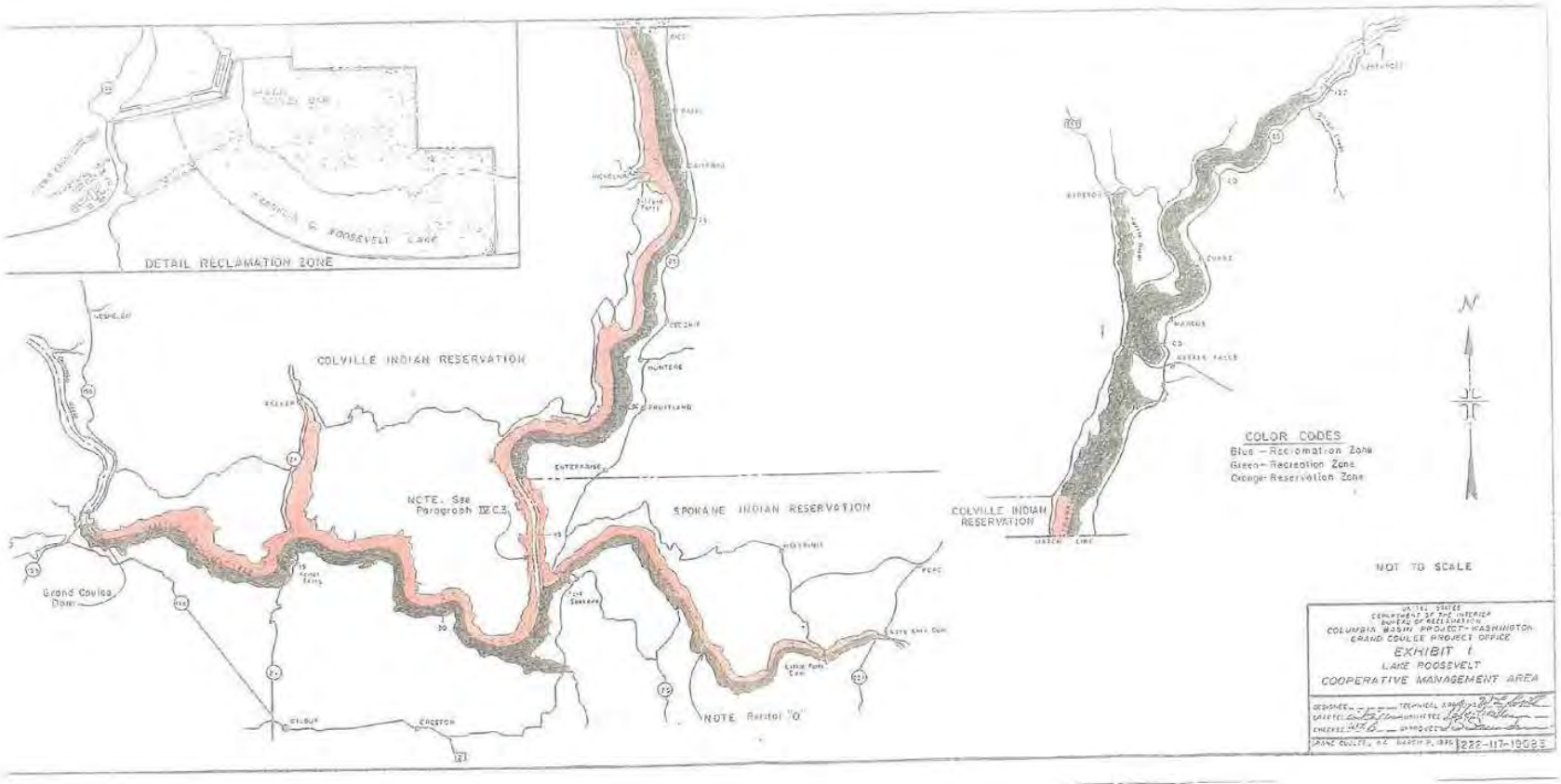
Dennis Underwood
Commissioner
Bureau of Reclamation

DATED: APR [illegible]

Dr. Eddie F. Brown
Assistant Secretary for the
Bureau of Indian Affairs

DATED: APR 05 1990

Manuel Lujan, Jr., Secretary
Department of Interior


DETAIL RECLAMATION ZONE
LAKE ROOSEVELT
COLVILLE INDIAN RESERVATION
SPOKANE INDIAN RESERVATION
NOTE. See Paragraph IX C.3.
NOTE Restor 'O'
Grand Coulee Dam
COLVILLE INDIAN RESERVATION
COLOR CODES
Blue – Reclamation Zone
Green – Recreation Zone
Orange – Reservation Zone
N
NOT TO SCALE
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
COLUMBIA BASIN PROJECT - WASHINGTON
GRAND COULEE PROJECT OFFICE
EXHIBIT 1
LAKE ROOSEVELT
COOPERATIVE MANAGEMENT AREA
DESIGNED
TECHNICAL
DRAFTED
CHECKED
APPROVED
GRAND COULEE, WASH. MARCH 9, 1976
222-117-10083

APPENDIX H

MEMORANDUM OF AGREEMENTS: BUREAU OF RECLAMATION AND BONNEVILLE POWER ADMINISTRATION (2003) U.S. ARMY CORPS OF ENGINEERS AND BONNEVILLE POWER ADMINISTRATION (2006)

PN-
6514
8/28/03

MEMORANDUM OF AGREEMENT

Number 1425-03-MA-10-3830

between

BUREAU OF RECLAMATION

and

BONNEVILLE POWER ADMINISTRATION

for

MUTUALLY AGREED UPON HISTORIC PROPERTIES INVESTIGATIONS AT LAKE ROOSEVELT AND HUNGRY HORSE RESERVOIR

I. BACKGROUND

1. Agreement

Bureau of Reclamation ("Reclamation") and Bonneville Power Administration ("BPA") have committed to complete mutually agreed-upon actions to address responsibilities under Section 106 of the National Historic Preservation Act, to address the effects of reservoir operations upon historic properties at Lake Roosevelt and Hungry Horse Reservoir. This Memorandum of Agreement ("MOA") serves to define the relationship between the two parties, and to give policy and direction to their collective responsibilities for historic properties at Lake Roosevelt and Hungry Horse Reservoir.

2. Historical Properties Investigations Documents

Actions to address operational effects of reservoir operations on historic properties are defined in two documents:

a. Intertie Development Unit Programmatic Agreement ("IDU PA") otherwise known as the Programmatic Agreement for the Federal Columbia River Power System Hydroelectric Operations (finalized November 27, 1991); and

b. System Operation Review, Records of Decision, Columbia River System Final Environmental Impact Statement ("SOR RODS")(Reclamation, February 7, 1997; BPA, February 21, 1997).

3. Funding Documents and Agreements

The funding for the joint historical properties investigations at Lake Roosevelt and Hungry Horse Reservoir is guided by two documents:

a. Memorandum of Agreement 1425-6-AA-10-1150/Bonneville Contract No. 96MS-95129, otherwise known as the Direct Funding Agreement ("DFA"), effective September 30, 1996 and continuing until September 30, 2006, and an associated concurrence letter on Direct Funding Cultural Properties Management Costs, dated December 19, 1997, provide terms under which BPA will fund operation and maintenance items at the power facilities at certain Reclamation projects; and

b. Interagency Acquisition 1425-03-AA-10-3480 ("IA"), effective April 16, 2003 and continuing until March 1, 2008, which supplements but does not replace the DFA, and serves as the business instrument for BPA to transfer direct funding amounts from BPA to Reclamation.

A prior agreement between the parties, Memorandum of Agreement 1425-8-MA-10-2260 ("Prior MOA") expired on December 31, 2001. The Prior MOA served as a mechanism for fund transfers from Reclamation to BPA for mutually agreed-upon cultural properties management actions at the subject reservoirs. Because Reclamation policy requires an interagency acquisition for funds transfer, the Prior MOA has been replaced by the IA beginning in fiscal year 2003.

II. PURPOSE

This agreement, Memorandum of Agreement 1425-30-MA-10-3830 ("MOA"), is effective upon Reclamation's signature and continuing until September 30, 2006. The purpose of this MOA is to define the relationship between the two agencies and to give policy and direction to their collective responsibilities for historic properties investigations at Lake Roosevelt and Hungry Horse Reservoir.

III. RESPONSIBILITIES

1. Together, Reclamation and BPA responsibilities:

Work together to plan both near- and long-term cultural resource management planning at the subject reservoirs. The main participant for Reclamation is the Power Office Archaeologist, and the main participants for BPA are the Contracting Officer's Representative and the BPA Staff Archaeologist.

These individuals will work cooperatively to: (1) implement Historic Property Management Plan goals in the annual and five-year planning process; 2) develop contract statements of work for specific tasks; (2) review contract proposals and select contractors; (4) monitor work performance and adjust contracts as needed; (5) determine the acceptability of contract deliverables. Contract deliverables will consist of the draft and final technical reports or other deliverables defined in the historic property management contract statements of work.

2. Reclamation responsibilities:

Reclamation will participate in the Reservoir Cooperating Groups to define historic property actions to address the commitments of the IDU PA and SOR RODs. In emergency situations, such as an inadvertent discovery of human remains or potentially significant historic properties, or an unanticipated change in funding, Reclamation will notify BPA by telephone, e-mail or fax within 24 hours. Reclamation will provide written comments to reports, and other documents as requested, within 30 days of receipt.

3. BPA responsibilities:

BPA will take the lead in procurements for historic property management actions implementing the IDU PA or the SOR RODs. BPA will unilaterally perform routine contract administrative functions. BPA will organize and participate in the Reservoir Cooperating Groups to define appropriate historic property management actions. With Reclamation's concurrence, BPA may also use shared funds to organize and implement meetings or symposia between interested parties, or fund participation by interested parties.

BPA will notify Reclamation within 14 days of any delays, funding transfers or changes in contract status. In emergency situations, such as an inadvertent discovery of human remains or potentially significant historic properties, or an unanticipated change in funding, BPA will notify Reclamation by telephone, e-mail or fax within 24 hours.

4. Reports

BPA will file the following reports with Reclamation listed below as required under the IA:

Report	Due Date
Annual Summary for Each Contract	Jun. 1st
Quarterly Financial Spreadsheet showing actual and estimated expenditures by issued contract	Oct. 30, Jan. 30, Apr. 30, and Jul. 30
Annual Proposed Budget, signed and issued to contractors	Nov. 15th
Monthly Contractor Progress Reports	Last day of each month
Copies of Contractor Reports	Within 30 days of delivery to BPA
Annual Expenditure Report for FY Completed	Nov. 15

5. Funding

Funding for the joint investigations for historical properties will be accomplished through the IA and subsequent modifications thereto, under the guidelines of the DFA.

III. PROVISIONS

1. Term

This MOA will be in force from the date of last signature hereto, and continue until September 30, 2006.

2. Modifications

This MOA may be revised as necessary by mutual consent of the parties and by issuance of a written modification signed and dated by both parties. Modification of this MOA shall not modify the terms of the DFA and the IA.

3. Conflicting Provisions

If provisions of this MOA conflict with any terms or provisions in the DFA and the IA, the terms of the DFA and IA shall prevail.

4. Dispute Resolution

If disagreements occur between BPA and Reclamation, or between the agencies and the Reservoir Cooperating Groups, concerning the appropriateness or priority of historic property management actions, the agencies will resolve the disagreements using the dispute resolution process provided in the DFA.

5. Termination

Reclamation or BPA may terminate this MOA after giving 30 days advance written notice of its intent to terminate. If the reason for termination is dispute, the terminating agency must first exhaust the dispute resolution procedures in the DFA. BPA will terminate all contracts and Reclamation will reimburse BPA for contract costs incurred for commitments applicable to this MOA which BPA, after exercising due diligence, is unable to cancel. Termination of this MOA shall not terminate the DFA and the IA.

6. Limitation on Funding

Nothing herein shall or shall be construed to obligate the Bureau of Reclamation to expend or involve the United States of America in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the purposes and projects contemplated hereunder.

7. Conflict of Interest

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this MOA or to any benefit that may arise out of it.

Signatures:

Bonneville Power Administration

Michael E. Alder
Joint Operating Committee

8/20/03
Date

Bureau of Reclamation

Terry Kent
Joint Operating Committee

8/12/03
Date

---End of Document---

MEMORANDUM OF AGREEMENT
between the
U. S. ARMY CORPS OF ENGINEERS, NORTHWESTERN DIVISION
and
BONNEVILLE POWER ADMINISTRATION
to
COOPERATE IN
HISTORIC PROPERTIES ("CULTURAL RESOURCES") MANAGEMENT FOR THE JOINT FCRPS PROGRAM AT ALBENI FALLS, BONNEVILLE, CHIEF JOSEPH, DWORSHAK, ICE HARBOR, JOHN DAY, LIBBY, LITTLE GOOSE, LOWER GRANITE, LOWER MONUMENTAL, MCNARY, AND THE DALLES PROJECTS

1. BACKGROUND

The U.S. Army Corps of Engineers (Corps) and Bonneville Power Administration (BPA) have committed to complete mutually agreed-upon actions to address responsibilities under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, for the effects of reservoir operation upon historic properties at the Albeni Falls, Bonneville, Chief Joseph, Dworshak, Ice Harbor, John Day, Libby, Little Goose, Lower Granite, Lower Monumental, McNary, The Dalles dams and their reservoirs (hereafter "Projects"). Project lands are managed by the Corps, Portland District, Seattle District and Walla Walla District. Actions to address operational effects are defined in the Programmatic Agreement (PA) for the Federal Columbia River Power System Hydroelectric Operations (finalized November 27, 1991), hereafter called the Intertie Development and Use Programmatic Agreement (IDU PA), and in the Records of Decision (RODs) issued by the Corps and BPA regarding the Columbia River System Operation Review Final Environmental Impact Statement (Corps, February 20, 1997; BPA, February 21, 1997). Actions to address operational effects are also defined in the proposed Programmatic Agreement Among the U.S. Army Corps of Engineers, Northwestern Division, Bureau of Reclamation, Pacific Northwest Region, Bonneville Power Administration, and the Advisory Council on Historic Preservation Regarding the Management of Historic Properties Affected by the Multi-Purpose Operations of the Fourteen Projects of the Federal Columbia River Power System (hereafter called the FCRPS PA). The FCRPS PA (when executed), as well as the IDU PA and the SOR RODs are incorporated by reference into this MOA.

The Corps, BPA and Bureau of Reclamation's commitment to work cooperatively to fund activities addressing Section 106 NHPA compliance for operational effects of the FCRPS grew out of the System Operation Review (SOR) Environmental Impact Statement process in 1996. Subsequently, the cultural resources funding for Corps Projects was managed through the December 5, 1997 agreement entitled "Direct Funding of Power Operations and Maintenance Costs at Corps Projects" (Document No. 98PB-10211), hereafter called the DFA, and an associated concurrence letter on Direct Funding Cultural (sic) Properties Management costs signed in 1998. Following the SOR Records of Decision, the Corps and BPA agreed to make available to the program a maximum of

$3 million per annum for an initial phase of 15 years. The agencies were then to assess the status of Section 106 compliance in order to plan for on-going program needs. In 2005, the agencies concluded that program execution was proceeding more slowly than expected and that there should be no time limit placed on expenditure of the $45 million program at the Corps Projects. Therefore, the Corps and BPA are committed to providing $45 million until expended for historic properties management at the Corps Projects. Before these funds are exhausted, the agencies will plan for future program needs (see Para. 4.a). Similar adjustments may occur at the Reclamation reservoirs, if needed, but are not addressed in this MOA.

2. OBJECTIVE

The objective of this Memorandum of Agreement (MOA) is to define the roles and responsibilities of the two agencies in managing the previously agreed to joint funding for compliance with Section 106 of the NHPA at the twelve aforementioned Corps dams and reservoirs. Because the funding commitment developed in the SOR process only addressed Columbia and Snake River FCRPS Projects, the Willamette Valley and Rogue Valley hydropower projects (Cougar, Detroit-Big Cliff, Green Peter-Foster, Hills Creek, Lookout Point-Dexter, and Lost Creek) and projects in Hells Canyon and the Snake River plain are expressly not included under the terms of this MOA.

The guiding principle of this MOA is that the agencies are partners in achieving their goals for Section 106 compliance and efficient operation of the joint hydropower generation program, and that the agencies should strive to jointly define the goals as well as the work needed to meet those goals.

3. STATEMENT OF WORK

Activities to be performed by CORPS and BPA:

Corps and BPA will jointly:

- Develop one year and five year action plans for each Project, in consultation with Project Cooperating Groups;
- Develop statements of work for historic properties management activities;
- Review contractor professional qualifications (Corps makes the selection, but will seek the recommendations of BPA);
- Review documentation for historic properties management activities and conduct in-house review of Project draft technical reports;
- Provide staff and resources for activities of the agencies' Cultural Resources Subcommittee (CRSC) of the Joint Operating Committee (JOC); and

- Assign the Corps Northwestern Division FCRPS Cultural Resource Program Manager and the BPA Cultural Resource Program Manager as Co-Chairs of the CRSC.[1]

Deliverables:

Deliverables	**Responsible Party/Schedule**
Monthly Financial Spreadsheet (to include obligations and expenditures by Project and by District)	CRSC Co-Chairs to provide to JOC at scheduled JOC meetings.
Next Fiscal Year Annual Proposed Budget (to include total funds recommended for each Project)	CRSC Co-Chairs will review District submittals and provide final proposed budget to JOC on April 15 annually
Contractor Progress Reports from Corps Acquisitions	Corps will ensure that contractor progress reports are provided to BPA within 30 days of delivery to Corps.
Contractor Technical Reports	Corps will provide draft reports to BPA for review within 30 Days of delivery to Corps; Corps will provide a copy of all final reports to BPA within 30 days of delivery to Corps.
Comments on Draft Reports and Statements of Work	BPA will provide technical comments on draft reports and statements of work within 30 days of receipt of documents from Corps
Annual Expenditure Report for previous Fiscal Year (to include total obligations and expenditures by Project)	Corps CRSC Co-Chair will provide to BPA on October 15 annually

Activities to be performed by CORPS:

- The Corps shall be responsible for acquiring services and has sole responsibility for administering awarded acquisitions for historic property management actions on Corps managed lands.

- The Corps shall have ultimate control over contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of work under its contracts.

CRSC members from the respective Corps Districts and Northwestern Division will participate in the Project Cooperating Groups (Albeni Falls, Libby, Chief Joseph, Payos Kus Cukwe, and Wana Pa Koot Koot). CRSC members will ensure these groups meet regularly and will participate in the Cooperating Groups'

[1] Cultural Resources Subcommittee of the Joint Operating Committee is chaired by three Co-Chairs, one each from BPA, Corps, and Bureau of Reclamation.

meetings in order to define and recommend historic property management actions that are needed to carry out Section 106 compliance actions consistent with the IDU PA, the SOR RODs, and the FCRPS PA. It is the responsibility of the Corps to ensure compliance with the Federal Advisory Committee Act and the Corps will ensure that the Project Cooperating Groups meet applicable standards, e.g., section 204(b) of the Unfunded Mandates Reform Act of 1995, Pub. Law. No. 104-4.

- In an emergency situation (such as inadvertent discoveries of human remains or potentially significant historic properties, or unanticipated funding needs), the Corps will notify BPA by telephone, e-mail, or fax within two business days. Notification will normally occur between the affected Corps District CRSC member and a BPA CRSC member.

Activities to be performed by BPA:

- CRSC members from BPA will participate in the meetings of the Project Cooperating Groups to help identify appropriate historic property management actions consistent with the IDU PA, the SOR RODs, and the FCRPS PA. It is also the responsibility of BPA to ensure compliance with the Federal Advisory Committee Act and BPA will ensure that the Project Cooperating Groups meet applicable standards, e.g., section 204(b) of the Unfunded Mandates Reform Act of 1995, Pub. Law. No. 104-4.

- BPA may make recommendations to the Corps on budget proposals for cultural resources contracts.

4. FUNDING

a. **Level and Source:** In 1997, BPA and Corps agreed to provide a maximum annual joint fund allocation of approximately $3 million comprised of $2.5 million direct-funded power portion (BPA) and $500,000 appropriated non-power portion (Corps) Allocation of this funding was initiated in fiscal year 1999 and will continue until a total of $45 million is expended. The overall goal of the joint funding commitment is to address historic property management actions under Section 106 of the NHPA for operations of the 12 FCRPS Projects. This funding is "fenced off" from other joint funding commitments between BPA and the Corps, and will be referred to in this MOA as "fenced" joint funding. BPA and the Corps expect that the $45 million commitment will address many of the needs for section 106 responsibilities for the 12 Projects. Remaining or continuing funding needs will be addressed in a future MOA. BPA and the Corps agree to discuss any such future MOA needs at least two years prior to the completion of this MOA.

b. **Transferring:** Funding for this agreement is managed under the terms of the DFA and Corps annual appropriations procedures. BPA power direct funding will be transferred to the Corps on October 1 annually prior to the Corps contribution of the appropriated non-power portion. Subject to availability of appropriated funds, the Corps will make

sufficient appropriated funds available by October 1 to allow timely award of contracts. Timing and availability of funds may vary each year, and nothing in this MOA shall be construed as obligating the participating parties to expend, or involve the United States in any obligation for future payment of money in excess of appropriations authorized by law and administratively allocated for these purposes, or in excess of that agreed to pursuant to the annual DFA budget.

c. **Application:** Fenced joint funds (the $3 million program composed of BPA direct-funded power portion and Corps appropriated non-power portion) will be used to conduct historic properties management compliance activities under Section 106 of the NHPA as jointly agreed to by the agencies to address the effects of the operation and maintenance of the aforementioned 12 Corps Projects. Fenced joint funds are intended for Section 106 compliance activities on all Corps fee-owned lands and other real property where the U.S. Government has a current and future legal interest, within project boundaries. Also, fenced joint funds may be used to address the effects of Project operations on downstream areas, when these impacts can clearly be tied to Project operations and when consistent with agency legal requirements. Curation as an outcome of a Section 106 compliance action is included in the fenced category of joint costs.

Fenced joint funds shall not be used for non-joint, or other historic property management activities. These activities include but are not necessarily limited to:

- new construction requiring special administrative or legislative approval (Construction General and large capital projects);
- construction of habitat restoration projects under the Corps' Continuing Authorities Program, including 1135 projects;
- real estate actions such as maintenance of historic dams, surveys for outgrants and licenses, land acquisitions and excessions, restoration of areas outgranted to others;
- summaries, inventories, and repatriation under Sections 5, 6 and 7 of the Native American Graves Protection and Repatriation Act (NAGPRA)(activities funded directly by St. Louis District MCX);
- cemetery relocations, maintenance and establishment under all authorities;
- Section 10/404 Regulatory permits under Rivers and Harbors and Clean Water Acts;
- Archaeological Resources Protection Act permits for activities other than Section 106 NHPA compliance activities; other ARPA related activities, e.g., patrolling, monitoring, damage assessments, may be reviewed on a case by case basis for appropriate funding source;
- Recreation Activities, e.g., construction and maintenance of fences, signs, docks, trails, roads, beaches, restrooms and landscaping; and
- Navigation (non-joint activities)

Work related to inadvertent discoveries that are the result of the operation and maintenance of the 12 Projects that may come under section 3 of NAGPRA may be covered under BPA/Corps joint funding and this MOA. The Corps will provide notice to

BPA, and BPA will be advised of all activities pursuant to Section 3 and associated regulations and will be allowed to comment on such activities. BPA direct funding should be used only to make initial determinations as to applicability of the Act (i.e., whether remains and cultural items are Native American). Fenced joint funding can be used if the inadvertent discovery is determined not to be subject to NAGPRA (e.g., artifacts or cultural items exposed as a result of Project operation and maintenance).

Joint activities which do not clearly fall into the Section 106 category will be reviewed on a case-by-case basis by the co-chairs of the Cultural Resources Subcommittee of the Joint Operating Committee (CRSC) to recommend the proper direct funding category to the JOC.

d. Allocation: The Corps/BPA JOC has approval authority over the annual budget to implement the joint funding program for Section 106 activities described in this MOA (also known as the "FCRPS cultural resources budget"). The Corps/BPA CRSC Co-chairs review, approve and allocate annual funding at the Project level after approval by the JOC, consistent with the Direct Funding Agreement. Individual Project funding needs, in the form of an annual work plan, will be reviewed by the CRSC co-chairs in early April each fiscal year. CRSC Co-Chairs will forward a recommended final budget for the next fiscal year to the JOC by April 15th annually. Funds distribution among the 12 Projects varies annually based on specific needs and capability.

e. Obligations and Expenditures: The intent of the agencies is to expend funds in the most appropriate and effective manner each year up to $3 million, and to minimize obligations that cannot be expended in a given fiscal year. The measurement criterion for the $3 million is based on expenditures. There will be no carryover of unobligated funds from any program year. Funds obligated in a previous year that result in expenditures in a later fiscal year will count for measurement purposes against the overall $45 million commitment and the $3 million annual limit in the year the expenditures are recorded.

If the present year's program does not expect to execute the maximum allotment of $3 million then remaining funds unobligated will be returned to the JOC. Each district's annual program must be contractually obligated for an approved Project activity by May 31 of that program year. Exceptions can be brought to the JOC for discussion. Any fenced joint cultural resources funds not contractually obligated in a district's annual program will be made available to the JOC for prioritization prior to May 31 annually. Unobligated cultural resource funds, i.e. funds returned to the JOC, will not count against the program total of $45 million.

5. DISPUTE RESOLUTION

If disagreements occur between Corps and BPA, concerning compliance with this MOA, including the need, extent, appropriateness, priority or funding of historic property management actions, the Agencies shall use their best efforts to resolve the dispute in an informal fashion, through consultation and communication or other forms of mutually acceptable nonbinding alternative dispute resolution. Disputes shall be raised first to the

CRSC, and if not resolved, then shall be addressed in accordance with Para. 9 of the DFA.

6. WAIVERS

The failure of either party to require strict performance of any term of this MOA or one party's waiver of performance shall not be a waiver of any future performance or of the party's right to require strict performance in the future.

7. NOTICE

Any notice permitted or required under Sections 5 and 9 of this MOA shall be in writing, delivered personally to the signators, or their successors, or shall be deemed given five days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed to the signators or their successors, or at such other address as may be specified by the parties to the other in writing. The Corps and BPA JOC Representatives are the primary contacts for all other formal correspondence.

8. NO UNSPECIFIED THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries of this MOA. Nothing contained in this MOA is intended to confer any right or interest on anyone other than the Corps and BPA, their respective successors and assigns.

9. MODIFICATIONS OR TERMINATIONS

This MOA may be revised as necessary by mutual consent evidenced by a written modification signed and dated by both parties.

Either party may terminate this MOA after giving to the other party 30 days advance written notice of its intent to terminate, including a proposal for how to address continuation or cancellation of existing service contracts and associated costs. If termination is disputed, or the reason for termination is a dispute, the terminating party must first exhaust the dispute resolution steps described in section 5 of this MOA. Unless terminated by 30 days written notice, this MOA will be in force from the date of last signature hereto, and will terminate with expenditure of the agreed upon $45 million program.

Signatures:

U. S. Army Corps of Engineers	**Bonneville Power Administration**
Hiroshi Eto Joint Operating Committee	**Michael E. Alder** Joint Operating Committee
11 April 2006 Date	4/13/06 Date
Karen L. Durham-Aguilera Director, Programs Northwestern Division Corps of Engineers	**Gregory K. Delwiche** Vice President, Environment, Fish and Wildlife
11 April 2006 Date	4/14/06 Date

APPENDIX I

FCRPS CULTURAL RESOURCE PROGRAM – POST FISCAL YEAR 2011 DIRECT FUNDING

Letter of Agreement

Between

Bonneville Power Administration, Bureau of Reclamation, Pacific Northwest Regional Office,

and U.S. Army Corps of Engineers, Northwestern Division

For

Direct Funding Federal Columbia River Power System Cultural Resource Program

Post- Fiscal Year 2011

1. Purpose

This Letter of Agreement (Agreement) documents the Bonneville Power Administration (BPA), Bureau of Reclamation, Pacific Northwest Regional Office (Reclamation), and the U.S. Army Corps of Engineers, Northwestern Division (Corps) continued commitment to jointly fund the Federal Columbia River Power System (FCRPS) Cultural Resource Program until the three agencies mutually agree that compliance with section 106 of the National Historic Preservation Act has been achieved for effects resulting from operation and maintenance of the designated FCRPS Projects for all authorized purposes. This Agreement is limited to the 14 FCRPS Projects covered in the System Operation Review, which includes Libby, Albeni Falls, Chief Joseph, McNary, John Day, The Dalles, Bonneville, Dworshak, Lower Granite, Lower Monumental, Little Goose, and Ice Harbor for the Corps; and Grand Coulee and Hungry Horse for Reclamation.

2. Background

In 1996, BPA entered into a Direct Funding Agreement (DFA) with Reclamation for direct funding power operations and maintenance costs at Reclamation's power plants within the FCRPS. In 1997, BPA and the Corps signed a similar agreement for the Corps power plants. Two Joint Operating Committees (JOCs) were formed to oversee management of their expense programs and development of annual power budgets for Reclamation and Corps projects.

Funding agreements and the FCRPS Cultural Resource Program developed from the Columbia River System Operation Review Environmental Impact Statement (SOR EIS) and subsequent Records of Decision (ROD) signed by BPA, the Corps, and Reclamation in 1997. The SOR RODs concluded that FCRPS system operations adversely affected historic properties, and the agencies were responsible for compliance with section 106 of the National Historic Preservation Act (NHPA). In 1997, as a result of this study and associated government-to-government consultation with affected tribes, the agencies committed to jointly fund a cultural resource program for a period of 15 years. Joint funding commenced in fiscal year 1998 for the Reclamation Projects and fiscal year 1999 for the Corps Projects. It is important to note there is no record of a written agreement that formalized the initial 1997 three-agency funding commitment.

When the program was initiated, the annual funding was apportioned at $3 million total for the 12 Corps Projects; and approximately $1.4 million for the two Reclamation Projects. These budget levels were held constant through fiscal year 2011. BPA funds the power share of joint costs at Corps and Reclamation projects. Reclamation and Corps provide congressionally appropriated funding to cover the joint non-power portion of the operating costs at each project. The JOCs were given authority to approve and administer the FCRPS Cultural Resource Program budget in 1997 (BPA-Reclamation) and 1998 (BPA-Corps) through a Letter of Concurrence and Letter of Agreement, respectively. In 2006, the Corps and BPA signed a Memorandum of Agreement that defines the roles and responsibilities of the two agencies in managing the joint cultural resource funding. Reclamation and BPA signed an Interagency Acquisition Agreement (2008), which is renewed every five years and covers funds transfer mechanisms, contracting processes, as well as agency roles and responsibilities in the cultural resource program. In 2009, a "Systemwide Programmatic Agreement for the Management of Historic Properties Affected by the Multi-Purpose Operations of Fourteen Projects of the Federal Columbia River Power System for Compliance with Section 106 of the National Historic Preservation Act" (Systemwide PA) was finalized. This Systemwide PA is not a funding document but commits the three agencies to fulfill NHPA compliance activities for a period of 20 years.

In 2010, prior to the end of the initial 15-year funding period, the three agencies acknowledged that NHPA section 106 compliance activities will require some level of funding as long as the Projects are operating. Increased funding was determined necessary to implement mitigation projects, to provide adequate agency staff to manage the program, and to fulfill the terms of the Systemwide PA. In the interest of improving program efficiency and expediting required compliance activities, the agencies agreed that increased annual funding was justified. A total systemwide budget of $8.6 million was proposed and approved in the FY12-16 Five-Year Power Budget. Annual funding was apportioned at $5.2 million total for the 12 Corps Projects and about $3.4 million for the two Reclamation Projects, beginning in FY12. Corps and Reclamation agreed to support this level of funding by requesting matching appropriated funds through their annual budget processes.

3. <u>Funding</u>

The three agencies will continue to support the joint cultural resources funding at the level specified in the FY12-FY16 Five-Year Power Budget, and subsequent Five-Year Power Budgets, with final confirmation or modification of budgets to occur in BPA's Integrated Program Review process in which budgets for BPA's biannual rate periods are set. Reclamation and Corps will continue to request adequate funding through their annual appropriations process to match the BPA direct power funding. However, there is no guarantee that all annual budget requests will receive sufficient congressional appropriation. This Agreement shall not obligate the agencies to expend or involve the United States in any obligation for future payment of money in excess of appropriations authorized by law and administratively allocated for these purposes, or in excess of that agreed to in the annual budget under the DFAs.

Annual joint cultural resource funding will continue to be managed as specified in the two-agency funding agreements referenced in Section 2 (Corps-BPA MOA and Reclamation-BPA Interagency Acquisition Agreements). If unplanned or emergency funding needs arise for specific cultural resource activities, the agencies will consider adjustments in the two-year rate case to accommodate these situations.

4. <u>Term of Agreement</u>

This Agreement will become effective on the date signed by all three agencies and will terminate as described in Section 1. Any of the three agencies may request amendment or termination of this Agreement by providing 30 days written notification to the other agencies.

Signatures:

Date 3/22/13	Date 3/19/2013
Greg Delwiche	Michael E. Alder
Senior Vice President for Power Services	Joint Operating Committee
Bonneville Power Administration	Bonneville Power Administration
Date 4/1/13	Date 4/1/13
Steven Jarsky	Terrald E. Kent
Deputy Regional Director	Joint Operating Committee
Bureau of Reclamation,	Bureau of Reclamation,
Pacific Northwest Regional Office	Pacific Northwest Regional Office
Date 14 Mar 2013	Date 6 MAR 2013
David J. Ponganis	Wayne Todd
Director, Programs	Joint Operating Committee
U.S. Army Corps of Engineers,	U.S. Army Corps of Engineers,
Northwestern Division	Northwestern Division

APPENDIX J

AGENCY ROLES AND RESPONSIBILITIES

FCRPS Cultural Resources Program - Roles and Responsibilities
(Final – Updated 09-15-15 for FY16)

DEFINITIONS

Roles

- **Lead** – Agency or person with ultimate responsibility for taking action or completing a task.
- **Input** – Provides comments on the development of products (SOW, budget, draft report, etc.).
- **Output** – Either receives or provides a product.

Decision Process

- **Joint Decision** – A decision is agreed upon jointly. If those involved don't agree, there is no movement on the activity. Everyone designated as "Joint" must be in agreement.
- **Seek Agreement** – The Lead will seek agreement with other involved parties, but if mutual decisions cannot be reached, the Lead will ultimately make the decision.
- **Decider** – The agency designated as the "Decider" makes the final decision. The decider should consult with other parties, but can make a decision unilaterally.

Personnel

- **Project Managers (PMs)** –term referring to BOR's Grand Coulee Power Office Archaeologist, BPA's Project Management Archaeologists, and COE archaeologists/Project Managers at the Portland, Seattle, and Walla Walla District offices.
- **Program Managers** – the three lead representatives and Cultural Resources Subcommittee Co-Chairs for BOR (Sean Hess [SH]); BPA (Kristen Martine [KM]), and COE (Gail Celmer [GC]) who are responsible for oversight of the Program; also called "3Ps".

FCRPS Cultural Resources Program - Roles and Responsibilities
(Final Revised 09-15-15)

System-Wide Program Level (3 agencies) – policy and strategy

Program Managers are responsible for program planning including management, financial, prioritization, progress/performance measurement and reporting (specific assignments are listed below) Except where noted, lead for actions rotates annually and non-leads provide I/O and are involved in decision making. **L = Role for FY16. Each program year the program managers will rotate the lead roles to share the workload.**

Subject	COE	BR	BPA	Co-Op Group	Other Land Manager
1. Planning and Reporting Strategic planning: Identification & Prioritization of System-wide Activities & Initiatives)					
• Conference Planning (Reclamation - 2016) (SH, DB, AR, GA)	I O J	IOJ	L O J	I O S	
• Mtg Planning for: TCP Subcomm (KM) System-wide RD (SH), Exec Briefings (GC); CRSC (SH)	IO J	L O J	L O J		
• Long-term Planning & budget (KM – FY16 IPR)	L O J	I O J	I O J	I	
• JOC Reporting (SH & KM for BR Projects; GC & KM for Corps Projects)	I J	I J	I J		
• PI Development, Tracking & Reporting (GC)	I O J	LIOJ	IOJ		
• Annual Report Under System-wide PA (KM)	L J	I O J	I O J	I O	I O
• Handbook Updates (EP)	I O J	I O J	L I O J		
• SWPA Commitment Tracking (SH)	LIOJ	LIOJ	IOJ		
2. FCRPS CR Program Policy Development Develop unified/aligned positions on policy and/or strategy, speaking with one voice where possible – identifying issues, reconciling divergent agency policies, 3-agency letters. (GC)	L J	I J	I J	I	
3. Relationship Building with Stakeholders and Program Participants Customer Survey (KM – client survey)	IO J	IO J	LO J	IO	IO
4. Data and Records Management (note: each agency must maintain their own records in addition to the BPA central archives)					
• Maintenance of electronic and hard copy compliance records (BPA)	I O	I O	L J (Perm)	I O	
• Maintenance of GIS data (BPA)	I O	I O	L J (Perm)	I O	
• Development of compliance tracking system (KM)	I O J	I O J	L J (Perm)	I O	

Lead, **I**nput, **O**utput (role) **J**oint decision, **S**eek agreement, **D**ecider (decision)

FCRPS Cultural Resources Roles and Responsibilities *(Final Revised 09-15-14)*

Project Level (2 agencies) – local and tactical ("PM" stands for Project Manager)

Subject	COE	BR	BPA	Co-Op Group	Other Land Manager
1. Program Planning					
• **Development of Annual and Five Year Plans** (Project-specific PAs, HPMPs, general work prioritization)					
◦ **Corps Projects (Corps PMs)**	**L I O J (for Joint Funds) D (for non-joint funds)**		**I O J (for Joint Funds)**	**I O S**	**I O S or J (for land mgrs)**
◦ **Reclamation Projects (BPA & BR PMs)**		**L[1] I O J**	**L[1] I O J**	**I O S**	**I O S or J (for land mgrs)**
• **Financial Planning (Budget Development & Funding Allocation)**					
◦ Corps Projects **(Corps PMs)**	**L S D**		**I O S**		
◦ Reclamation Projects **(BPA & BR PMs)**		**L[1] I O J**	**L[1] I O J**		
• **Acquisition**					
◦ **SOW Development**					
• Corps Projects **(Corps PMs)**	**L S D**		**I O**	**I (tech info)**	**I O S D**
• BR Projects- **(BPA & BR PMs)**		**L[1] I O J**	**L[1] I O J**	**I (tech info)**	**I O S D**

Lead, Input, Output (role) Joint decision, Seek agreement, Decider (decision)

[1] BPA and BR each play lead role for different contracts. Workload distribution is agreed upon at the beginning of each fiscal year consistent with the IA.

FCRPS Cultural Resources Roles and Responsibilities (*Final Revised 09-15-14)*

Project Level (2 agencies) continued – local and tactical ("PM" stands for Project Manager)

Subject	COE	BR	BPA	Co-Op Group	Other Land Manager
• **Contract Administration** (Budget Development, Contractor Selection/-Award, Contract Modifications, Managing Schedules, Managing Comments on Draft Deliverables, Accepting Final Product, Distribution of Deliverables, Provide information for centralized records/data management)					
▫ Corps Projects **(Corps PMs)**	**L S (on SOWs/ deliverables) D**		**I O**	**I O**	
▫ BR Projects **(BPA & BR PMs)**		**L[1] I O J**	**L[1] I O J**		

2. Section 106 Consultation and Completion of Compliance Process					
Subject	**COE**	**BR**	**BPA**	**Co-Op Group**	**Other Land Manager**
• **Initiate SHPO and Tribal consultation letters; ensure consultation process is completed.**	This varies – No Lead Federal Agency has been designated, so Agencies are independently responsible for completing the 106 process. Process to be defined in project – specific agreements.	This varies – No Lead Federal Agency has been designated, so Agencies are independently responsible for completing the 106 process. Process to be defined in project – specific agreements.	This varies – No Lead Federal Agency has been designated, so Agencies are independently responsible for completing the 106 process. Process to be defined in project – specific agreements.	**O**	Process to be defined in project – specific agreements when resources on their lands are affected.

Lead, Input, Output (role) Joint decision, Seek agreement, Decider (decision)

FCRPS Cultural Resources Roles and Responsibilities (*Final Revised 09-15-14*)
Project Level (2 agencies) continued – local and tactical ("PM" stands for Project Manager)

Subject	COE	BR	BPA	Co-Op Group	Other
3. Progress/Performance Measurement and Reporting (providing data for system-wide compliance tracking system, Annual Report, and Project-specific PA/HPMP requirements. Both internal and external communication)					
• Corps Projects **(Corps PMs)**	**L J**		**I O J**	**I O**	**I O**
• BR Projects **(BPA & BR PMs)**		**LI OJ**	**LIO J**	**I O**	**I O**
4. Cooperating Group Facilitation					
• Corps Projects					
◦ Seattle District **(Corps – LS , KK, AD, BG)**	**L J**		**I O J**		
◦ Walla Walla District **(Corps – AR)**	**L J**		**I O J**	**J** (tribal chair)	
◦ Portland District **(Corps - MF)**	**L J**		**I O J**	**J** (tribal chair)	
• Reclamation Projects					
◦ Grand Coulee **(BPA & Reclamation PMs)**		**I O**	**L J**		
◦ Hungry Horse – **(BPA & Reclamation PMs)**		**I O**	**L J**		
5. Curation					
• Curation of materials from Corps administered FCRPS funded Projects (curate, public access, reporting) – **(Corps PMs)**	**LIOS D**		**IO**		
• Curation of materials from Reclamation administered FCRPS funded Projects (curate, public access, reporting) **(BPA & Reclamation PMs)**		**L[2]IO D (on BR lands**	**IO**		**L[2]IO D (off BR lands**

Lead, Input, Output (role)

Joint decision, Seek agreement, Decider (decision)

[2]Lead varies by collection. For collections from Reclamation lands, the collections are owned by Reclamation and Reclamation is the lead and decider. Some of the collections come from lands managed by the National Park Service (Lake Roosevelt) and U.S. Forest Service (Hungry Horse). In these cases, Reclamation and BPA provide input on collection management, but the other agencies remain in control of the materials. Reclamation has taken lead and decision making roles for curation of artifacts from federal land withdrawn for Reclamation project purposes inside of reservations (Colville and Spokane) for the time being.

FCRPS Cultural Resources Program - Roles and Responsibilities *(Final Revised 09-15-14)*

Subject	COE	BR	BPA	Co-Op Group	Other Land Manager
Unique to Corps					
1) Land Manager **(Corps PMs & GC)**					
• Must comply with Corps regulations & policies. Ensure FCRPS policies are consistent with Corps regulations.	**L D**				
• Must comply with Section 110 NHPA, which does not allow delegation of Section 106 responsibilities	**L D**				
• Real estate requirements for access to some lands	**L D**				
• Responsible for ARPA permit issuance for some FCRPS work	**L D**				
• Responsible for curation of collections from Corps lands	**L D**				
• NAGPRA responsibilities	**L D**				
• DOE final decision for sites on Corps lands	**L S D**				
2) Acquisition (Contracting) **(Corps PMs)**					
• Contract Administration (responsible for initiating contract documentation including SOWs; preparing budgets and schedules; contactor selection and award; managing, reviewing and accepting deliverables; contract modifications)	**L S (on SOWs & deliverables) D**		**I O**	**I (on SOWs)**	**I O**
• Engineering design and NEPA for stabilization projects on Corps lands	**L S D**		**I O**	**I O**	**I O**
3) Fiduciary **(Corps PMs & GC)**					
• Ensure appropriated matching funds are included in annual O&M budget	**L D**				
• Monthly budget tracking and reporting	**L D**		**O**	**O**	
• Out-year budget planning	**L D**				
4) Records management according to Corps policy **(Corps PMs & GC)**	**L D**				

Lead, Input, Output (role) **Joint decision, Seek agreement, Decider** (decision)

FCRPS Cultural Resources Program - Roles and Responsibilities (*Final Revised 09-15-14)*

Subject	COE	BR	BPA	Co-Op Group	Other Land Manager
Unique to BPA					
1) Cultural Resource Compliance (BPA PMs and KM) Ensure BPA compliance with applicable CR statutes, regulations, orders and DOE policy triggered by the FCRPS	I	I	L D	I	I
• Evaluate FCRPS CR program policy and actions for consistency with DOE policy **(KM)**			L D		
2) Records Management Serve as central repository for program records – perform on-going management of compliance and GIS records	IOJ	IOJ	L O J		IOJ
3) Contracting					
• Administer FCRPS CR contracts for two Reclamation Projects		I/O J (for technical)	L D (for admin) J (for technical)	I (SOW development only)	I (SOW development only)
• Administer facilities contracts for conferences and systemwide meetings. **(KM)**	I	I	L S D	I	I
4) Budget Oversight and Reporting					
• Budget development (internal BPA staff and program costs outside of CR fenced funds) **(KM)**			L D		
• Periodic distribution of expenditure reports to partner agencies **(KM)**	O	I O	L S D		
• Periodic reporting to BPA management **(KM)**	IO	IO	L D		
• Administration of participation and Elder Grants **(KM)**	IJ	IJ	L J		

Lead, Input, Output (role) Joint decision, Seek agreement, Decider (decision)

FCRPS Cultural Resources Program - Roles and Responsibilities (*Final Revised 09-15-14)*

Subject	COE	BR	BPA	Co-Op Group	Other (identified)
Unique to Reclamation					
1) Federal Land Manager duties					
• Make final decisions on determinations of eligibility where BR is Federal land manager. (DB)		**LS D**	**I S**	**I**	**I (106 consultation)**
• Issue cultural resources and ARPA permits for work on BR lands under D&S LND02-01 and LND02-04 **(DB & SH)**		**L SD**	**I**		**I (tribes)**
• Implement Section 110 land management actions on BR lands **(DB)**		**LD**			**I (consulting parties)**
• Implement NAGPRA compliance actions on BR lands **(DB)**		**LS D**			**I (aff tribes)**
• Manage collections (curate, public access, report) **(DB & SH)**		**L D**	**I S**		
• Maintain records (local level or specific to BR policy) **(DB & SH)**		**L D**			
2) Internal or agency-specific external reporting **(SH lead; also DB)**		**L D**			
3) Represent Reclamations' policies, priorities, goals to BPA and Corps (as our implementation partners), to consulting parties, and to parties involved in program planning and implementation. Consider stakeholder/public relationships. **(SH lead; also DB)**		**L D**			
4) Review FCRPS proposed actions and processes to determine if they are consistent with broader Reclamation policy, or if it sets precedent **(SH lead; also DB)**		**L D**			
5) Budget Development					
• Non-power share of fenced funds (Congressional Allocation)		**L D**	**I S**		
• Power share of fenced funds (Direct Funding Agreement)		**I S**	**LD**		
• Reclamation staff time and travel, other program work (NAGPRA)		**L D**			
6) Contracting					
• Administer contracts for mitigation construction, curation, and burial site inspection at two Reclamation projects **(DB)**		**LD** (for admin)	**IOJ** (for technical)	**I** (SOW development only)	

Lead, Input, Output (role) Joint decision, Seek agreement, Decider (decision)

APPENDIX K

U.S. ARMY CORPS OF ENGINEERS 1998 POLICY GUIDANCE

DEPARTMENT OF THE ARMY
NORTHWESTERN DIVISION, CORPS OF ENGINEERS
P.O. BOX 2870
PORTLAND, OREGON 97208-2870

Reply to
Attention of:

CENWD-NP-ET-P

17 DEC 1998

MEMORANDUM FOR

Commander, Portland District
Commander, Seattle District
Commander, Walla Walla District

SUBJECT: Policy Guidance for Carrying Out Cultural Properties Management Activities at Corps Projects

1. The subject policy guidance is enclosed for your information and use.

2. Although much of the enclosed policy and guidance has application to the Corps of Engineers' overall cultural properties management program, the focus at this point is upon those Federal dams and reservoirs that constitute the Federal Columbia River Power System (FCRPS). This includes the 12 Corps-administered projects which were included in the System Operations Review (SOR) Study and EIS.

3. To a large degree the guidance provided herein is a follow-up to the Division/Districts meeting held during 3-4 August 1998 to seek common understanding of program execution issues in order to instill consistency in the overall approach across all three Districts. I cannot overemphasize the need for consistency in that regard. The cultural properties management program is a single program, but one that is divided amongst three Districts for execution. Frequent and continuing communications between the involved staffs of the three Districts and this office is considered essential to achieving a consistent program approach.

4. The preservation and protection of significant cultural properties is a responsibility placed upon us by various preservation statutes. It is also an area of great concern and sensitivity to interested and affected Native Americans as well as the scientific community. As such, we must carry out our preservation mandates in a reasonable and open fashion, and with due consideration of the cultural sensitivities of Native Americans. I believe the direct funding agreement between the Corps and the Bonneville Power Administration; the joint agency resource commitment to this cultural properties management effort; and the organizational structure provided by the Cultural

CENWD-NP-ET-P
SUBJECT: Policy Guidance for Carrying Out Cultural Properties Management Activities at Corps Projects

Properties Cooperating Work Groups that you have established within you respective Districts affords an unprecedented opportunity to move forward with a cooperative and collaborative cultural properties approach at Corps-administered projects for years to come. I expect each of you to take a personal interest in this matter and to keep this office informed of your actions and progress.

SIGNED

Encl

ROBERT H. GRIFFIN
Brigadier General, USA
Commanding

CF:
BPA (Tom McKinney)

NORTHWESTERN DIVISION – NORTH PACIFIC REGION

POLICY GUIDANCE
For

CARRYING OUT CULTURAL PROPERTIES MANAGEMENT ACTIVITIES AT CORPS PROJECTS

AUTHORITIES AND REFERENCES

A listing of key authorities and relevant references is included as Appendix A.

SCOPE

Although much of the policy and guidance that follows has application to the Corps of Engineers (Corps) overall cultural properties management program in the North Pacific Region, the focus at this point is upon those Federal dams and reservoirs that constitute the Federal Columbia River Power System (FCRPS). This includes the 12 Corps-administered reservoir projects which were included in the System Operations Review (SOR) Study and EIS. The background information provided below is likewise directed at the actions and events leading up to the cultural properties management program that has been initiated and will continue at these 12 Corps projects.

BACKGROUND

The SOR study, which was a collaborative effort between the FCRPS action agencies (Corps, Bonneville Power Administration [BPA], and the Bureau of Reclamation [Reclamation]), was essentially completed in mid-1996. Although a Cultural Resources Work Group was formed as part of the SOR study to address the potential effects of alternative FCRPS operations on cultural properties, lingering concerns remained following completion of the SOR study process. The primary concern, as expressed by many of the Tribes in the Columbia River Basin, was the absence of a program and commitment by the action agencies to preserve and protect cultural properties that were being or may be adversely affected by operations of FCRPS dams and reservoirs.

In March of 1996 the three action agencies met and agreed on a conceptual process to fulfill their responsibilities under the National Historic Preservation Act (NHPA) and other relevant statutes, and to engage the affected Tribes in a cooperative cultural properties management approach. By letter dated 22 May 1996 (referenced as Appendix A – 8), District Commanders were directed to budget an annual baseline amount of Operation and Maintenance (O&M) funds to provide for the non-power share of cultural properties management costs. BPA committed to fund the power share.

Following a series of four Government-to-Government meetings with the involved Columbia River Basin Tribes in late 1996 and early 1997, the action agencies committed to a cultural properties management program covering a period of fifteen years. BPA committed to provide $3.5 million per year as the power share of program costs (initially $2.5 million annually for Corps projects and $1 million annually for Reclamation projects). Unrecognized at the time was that the Corps lacked the appropriate procedural mechanisms to accept BPA funds for cultural properties management activities. Hence, the cultural properties management program could not be implemented as envisioned in FY98. In any event, by letter dated 22 February 1997 (Appendix A – 9), District Commanders were, among other things, directed to establish reservoir or management area cooperating groups made up of interested and affected parties as a means of promoting a collaborative process for the management of cultural properties on lands under Corps jurisdiction.

As noted above, the cultural properties management program could not be implemented as envisioned in FY98 because the Corps lacked the appropriate procedural mechanisms to accept BPA funds for that purpose. However, with execution of the Direct Funding Agreement (Appendix A – 10) the Corps now has, beginning in FY99, the proper mechanisms in place to use funds from BPA for cultural properties management activities. This funding, combined with appropriated non-power funding, provides for an annual program amount of nearly $3 million.

CURRENT STATUS

Five distinct Cultural Properties Cooperative Work Groups (hereinafter referred to as Co-op Groups) have been established to address cultural properties management activities at the 12 Corps reservoir projects, as described below.

DISTRICT		PROJECTS ENCOMPASSED
Portland -	1 Co-op Group	Bonneville, The Dalles, John Day
Seattle -	3 Co-op Groups (1 for each project)	Chief Joseph, Albeni Falls, Libby Dam
Walla Walla -	1 Co-op Group	McNary, Ice Harbor, Lower Monumental, Little Goose, Lower Granite, Dworshak

A Letter of Agreement between the Corps and BPA has been signed by agency representatives to the Joint Operating Committee (JOC). That Letter of Agreement is referenced as Appendix A – 11 and included herein as Appendix B.

FY99 funds have been apportioned to the 12 Corps projects as agreed to by the JOC, with direct funded amounts and appropriated funds clearly identified.

PURPOSE

The purpose of the policy guidance provided herein is to promote common understanding and foster consistency in approach within and between the Districts of the North Pacific Region regarding cultural properties program execution as applies to the projects and Co-op Groups described above. To a large degree, this guidance is a follow-up to the meeting held at the Northwestern Division office on 3-4 August 1998 involving participants from the three Districts and the Division office; convened to help clarify overall program approach and need for consistency in execution.

POLICY

It is the policy of the Corps of Engineers to preserve, protect, and manage significant archeological, historical, and traditional cultural properties on lands under its jurisdiction or affected by its actions in accordance with National Historic Preservation Act and other applicable statutes, Executive Orders, and regulations. In carrying out its cultural properties management responsibilities at FCRPS projects, Corps District Commanders will:

- Provide opportunities for input by all interested and affected parties through the establishment of Cultural Properties Cooperative Work Groups (Co-op Groups);

- Adhere to Corps policies and procedures, including Corps procurement policies and procedures;

- Exercise sound fiscal controls and overall program accountability; and,

- Promote reasonable consistency in program approach and execution between Districts.

ROLE OF CO-OP GROUPS

The Co-op Groups were designed to serve as the focal point for coordination and information exchange associated with the cultural properties management program. The purpose for setting up these groups is to provide a forum whereby interested and affected parties, particularly the Tribes, can collaborate with the Corps and assist in identifying, planning, prioritizing and reviewing the work activities deemed necessary to preserve, protect, and manage significant cultural properties and achieve compliance with the NHPA and other pertinent statutes. It is important that the views of all participants of the Co-op Groups be fully considered in the Corps' decision-making process. However, because the focus of this effort is to preserve and protect significant cultural properties that are located on lands under Corps jurisdiction, and for which the Federal government has statutory responsibility, the decision-making function must reside with the District Commander. It is important that District Commanders fully communicate this Corps decision-making role to all participants on the respective Co-op Groups.

CO-OP GROUP ORGANIZATION AND FUNCTIONS

Although the original concept for establishing Co-op Groups was to promote a collaborative partnership with interested and affected Tribes, it is also appropriate that other interested and affected parties be invited to participate. The organization of each Co-op Group will likely vary, depending on the Districts' needs and issues. In addition to the Tribes (having either treaty, ceded, adjudicated or ownership rights which may be affected), it is expected that State Historic Preservation Officers would also be invited to participate. Participation by other Federal, state, or local government agencies may also be appropriate. The overall make up of the respective Co-op Groups is left to the District Commanders' discretion.

The internal functioning of the respective Co-op Groups is also left to the discretion of the District Commanders. However, to avoid confusion and misunderstanding within the Co-op Groups, each Co-op Group will establish a written agreement or charter early on that clearly identifies the roles and responsibilities of the participating parties. As a minimum, such agreements should clearly indicate that Co-op Group participants are there to assist the Corps in identifying, planning, prioritizing, and reviewing work activities.

FUNDING FOR PARTICPATION IN CO-OP GROUPS

Although participation by the Tribes and other interested and affected parties in the Co-op Groups to assist the Corps in identifying, planning, and prioritizing cultural resource management activities is considered important, it is the policy of this office that no O&M funds will be provided to the Tribes or any other parties for the expressed purpose of traveling to and participating in Co-op Group meetings.

CORPS/BPA ROLES AND RESPONSIBILITIES

Operations of the Federal dams and reservoirs and the transmission system that make up the FCRPS places a shared responsibility on the Corps, BPA, and Reclamation to preserve, protect, and manage cultural properties that are being or may be affected by such operations. However, because these cultural properties are located on lands under Corps jurisdiction, the Corps has the ultimate responsibility to decide the preservation and protection actions necessary under the NHPA and other relevant statutes, Executive Orders, and regulations. BPA has an obligation to pay the hydropower share of costs associated with cultural properties preservation and protection actions. Hence, BPA has a direct interest in how funds are being utilized and to what degree progress is being made in meeting Federal compliance responsibilities under the NHPA. It is because of this interest that BPA participates on the various Co-op Groups. The Corps and BPA, working through the JOC, will have exclusive authority over budgetary matters. Once funding levels are agreed to by the JOC, the Corps shall exercise management and control of those funds associated with the cultural properties management program. The Corps and BPA will work closely on the budgetary aspects of the cultural properties management program, but decision-making with regard to specific preservation and protection actions at Corps-administered projects ultimately resides with the Corps.

EXECUTION OF WORK

As described in the Corps/BPA Letter of Agreement (included as Appendix B), the Corps is the lead agency for purposes of achieving cultural properties compliance within the jurisdictional boundaries at Corps administered projects. As such, all actions are to be consistent with Corps policies and regulations, including Corps procurement policies and procedures. Utilizing BPA to acquire goods and services will only occur when consistent with guidance provided in IX.A. of the North Pacific Region Internal Operating Policy (Appendix A – 12).

CONTRACTING WITH TRIBES

Within available authorities and consistent with Corps procurement policies and procedures, and in the spirit of the U.S. Army Corps of Engineers Tribal Policy Principles (Appendix A-6), District Commanders should explore opportunities to contract with Tribes for cultural properties compliance activities. To assist you in that regard, contracting tools having application to Tribal Governments are listed in a Memorandum for the Record (provided herewith as Appendix C). Appendix D, which deals with Economy Act Contracts and Cooperative Agreement Contracts, is also provided for your information. These appendices contain information and definitions which may prove helpful as you explore opportunities to contract with the Tribes. As discussed during the 3-4 August 1998 meeting previously referred to, it is essential that we exercise consistency in our approach to contracting with Tribes. To facilitate consistency in approach it is imperative that there be open communications between the three involved Districts to share information on successes, opportunities, and procedural understandings. When there are issues or doubts regarding the application of a particular contracting method or methods, District Commanders should raise those issues to the Northwestern Division Office for clarification and/or resolution.

BUDGETARY MATTERS

The Corps' representative on the Cultural Resources Sub-Group of the JOC, Mr. Owen Mason, is continuing to work with the BPA representative on that Sub-Group, Mr. Tom McKinney, on cultural properties budget criteria, formats, timelines, and expenditure reporting, and so forth. Guidance on budgetary matters will be provided to you at a later date.

APPENDIX A

AUTHORITIES AND REFERENCES

1. **National Historic Preservation Act** (NHPA) of 1966 as amended 1992, (PL 89-665). This Act is the basic Federal law governing the preservation of historic and archaeological resources of national, regional, and local significance. This Federal law is the underlying structural basis of the national program to coordinate and support public, private and Tribal efforts to identify, evaluate, and protect cultural properties.

2. **Archaeological Resources Protection Act** (ARPA) of 1979, as amended (PL 96-95). This Act requires Federal agencies to ensure that no violations occur which adversely affect cultural properties within agency responsibilities, and provides criminal and civil penalties for violations and prohibited acts of destruction of cultural properties.

3. **Native American Graves Protection and Repatriation Act** (NAGPRA) of 1990,
(PL 101-601). This Act requires agencies to inventory, summarize, and repatriate certain classes of cultural items, including human remains, to the appropriate Native American Tribes or Groups. It also requires that the repatriation process include consultation with the Native American governments and appropriate groups.

4. **Executive Order 13007**, Indian Sacred Sites. This Order directs Federal agencies to ensure that and Indian Sacred Sites are not inadvertently damaged through the implementation of the agency mission, and that the agencies ensure that Native Americans have access to their sacred sites for the purpose of a religious, spiritual, or sacred nature.

5. **ER 1130-2-540**, Environmental Stewardship: Operations and Maintenance Policies, 15 November 1996 - (Chapter 6, Cultural Resources), and EP 1130-2-540 (Environmental Stewardship: Guidance and Procedures). These guidelines apply to cultural properties management at Operating Projects for protection and preservation activities related to Federal compliance.

6. **Policy Guidance Letter No.57, Indian Sovereignty and Government-to-Government Relations with Indian Tribes**, signed by Lt. General J. Ballard, 1997. This document sets forth six principles to enhance the Corps' relationship with Native American

Tribal Governments, and directs the acknowledgement of t sovereignty, trust responsibilities, and the necessity f consultation.

7. **Strategic Vision, US Army Corps of Engineers,** issued General J. Ballard, sets forth the corporate vision and a strategic management plan which is designed to transform and position the Corps for excellence and success in the 21st Century.

8. **Memorandum for Commanders,** NWP, NWS, NWW, from MG Fuhrman dated 22 May 1996, Subject: SOR Cultural Resources Program Execution. This memorandum sets forth, among other things, a baseline O&M funding obligation for program execution.

9. **Memorandum for Commanders,** NWP, NWS, NWW, from BG Griffin dated 22 February 1997, Subject: System Operation Review (SOR) Historic Properties Program Execution. This memorandum directs, among other things, that the districts establish reservoir or management area cooperating groups.

10. **Memorandum of Agreement** between the Bonneville Power Administration (BPA) and the Department of the Army (DA) signed on 22 December 1997, also referred to as the **Direct Funding Agreement.** This MOA implements a major policy change by authorizing direct funding by BPA to the Corps for hydropower specific baseline and small capital O&M work and the power portion of joint use costs on Corps projects. The agreement provides for 5-year budgets for each project beginning with FY 1999. The non-power portion of joint use costs continue to be funded by Congressional appropriations.

11. **Letter of Agreement** between the Corps and BPA dated November 1998 and titled **Direct Funding Cultural Properties Management Costs.** This agreement establishes a cultural properties sub-group of the Joint Operating Committee (JOC) to advise the JOC on costs associated with cultural properties management activities. It also provides general guidelines regarding cultural properties budgeting and contracting processes.

12. **Northwestern Division - North Pacific Region Internal Operating Policy.** This document, dated November 1998 describes the internal operating policy for regional coordination and collaboration with BPA for hydropower activities.

APPENDIX B

Letter of Agreement Associated with Bonneville Agreement No. 98BP-10211

DIRECT FUNDING CULTURAL PROPERTIES MANAGEMENT COSTS

(Under Direct Funding of Power Operations and Maintenance Costs at Corps Projects)

1. **Cultural Properties Subgroup**

A Cultural Resources Subgroup of the Joint Operating Committee (JOC) has been created and is composed of one member each from the Corps and Bonneville. The Subgroup will:

(a) Advise the JOC on costs associated with cultural properties management activities attributable to power and to multipurpose operation and maintenance on facilities included in the Direct Funding Agreement (DFA).

(b) Serve as liason between the respective Reservoir Cooperating Groups and the JOC.

(c) Provide other assistance to the JOC as requested.

2. **Cultural Properties Management Budget**

(a) Consistent with provisions of the DFA, by June 1 of each year the Cultural Properties Subgroup will submit budgets for cultural properties management activities to be included in the Corps' proposed Five-Year and Annual Power Budgets for JOC consideration (initially, here as Exhibits A and B, respectively). The budgets will identify both appropriated funds to be reimbursed by the power allocation (if any), as well as the direct-funded power allocation funds and respective non-power allocation funds. The budgets may also identify anticipated Corps administrative expenses. In preparing the budget submittal the Subgroup will consider the views of affected interests, especially Reservoir Cooperating Groups.

(b) If actual cultural properties management costs are less than anticipated in a given Annual Budget,
the remaining funds can be applied to the next cultural properties management priority(ies) within the next Five-Year Budget. Funds carried over do not contribute to the separate budget item referenced in paragraph 5(b)(3) of the DFA.

(c) In collaboration with the Reservoir Cooperating Groups, the Cultural Properties Subgroup will develop procedures for determining appropriate allocation of funds among individual projects for cultural properties management joint costs, to be applicable beginning with the FY 2000 budget.

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3. **Contracting Cultural Properties Management**

The following guidelines will be used in conjunction with the procurement of goods and services Associated with management of cultural properties:

(a) In most instances the Corps is the lead agency for purposes of achieving cultural properties compliance within the jurisdictional boundaries at Corps-administered reservoirs, consistent with legal and consultation requirements as well as with Corps procurement policies and procedures.

(b) In the event the Corps, in collaboration with Bonneville, elects to procure goods and services through Bonneville's procurement procedures in accordance with existing authority, including 16 USC 832m, the Corps may initiate an Intergovernmental Agreement with Bonneville, specifying work to be performed, standards of performance, and expected costs consistent with the Annual Budget. Once approved by both agencies, Bonneville will execute the Intergovernmental Agreeement.

4. Modification

This Letter of Agreement may be modified with the written agreement of the parties or terminated upon 90 days advance written notice to the other party.

EXECUTED BY:

Michael E. Alder Date 11/10/98

Michael E. Alder
Joint Operating Committee
Bonneville Power Administration

Steve R. Brockshink Date 11-10-98

Steve Brockshink
Joint Operating Committee
U.S. Army Corps of Engineers

APPENDIX C

MEMORANDUM FOR RECORD 1 June 1998 (draft)

Re: CONTRACTING WITH NATIVE AMERICAN ORGANIZATIONS

1. PURPOSE: This is a guide to contracting with Native American organizations within the civil works program of the USA Corps of Engineers within the Northwest Division.

2. DEFINITIONS: For purposes of this memorandum, the following definitions and abbreviations apply:

a. FNAT: Federally-recognized Native American Tribal organization: This term includes several hundred federally-recognized Native American tribal organizations, including Alaska Native Corporations (ANC's) and Hawaii aboriginal organizations, who have federal recognition for purposes of 25 CFR Part 83. It does NOT include other tribal organizations recognized by states or others, but not recognized by the Dept. of Interior (DOI) Bureau of Indian Affairs (BIA). There are several Pacific Northwest tribal organizations currently in various statuses of getting DOI BIA federal recognition.

b. NFNAT: Not-Federally-recognized Native American Tribal organizations: This includes all claimant tribal organizations that have not yet obtained federal recognition under 25 CFR Part 83. Most federal programs require that tribes be recognized by the DOI BIA before they are eligible for federal Native American programs.

c. Indian Reservation: An Indian Reservation is a tract of land set aside by the United States Government for the exclusive use of a particular tribe or band of Native Americans pursuant to treaty, statute, or executive order. Ownership of the fee title is in the United States, and the land is considered held in trust by the United States for the benefit of the designated tribe or band of Native Americans.

d. Alienated Reservation Lands: Due to the vagaries of federal Indian programs, there exist within the outer boundaries of some Indian Reservations alienated reservation lands whose ownership and possession have passed from the United States and trust beneficiary Native Americans to third parties. The status of such lands and the status of third parties on them are currently the subject of controversy and litigation. For most purposes, Alienated Reservation Lands should not be considered Indian Reservation lands.

e. Native American Trust Lands: In addition to recognized Indian Reservations, there is a large collection of other lands owned by the United States and held as Native American Trust Lands. Such lands include sites held in trust for multiple tribes (e.g. the Columbia River In Lieu sites and the Columbia River Fishing Treaty Access Sites (CRFTAS)) and most gambling casino lands off of the Indian Reservations.

f. Special Status Lands: This is a generic term for a variety of special situations involving Indian Reservation lands where they have been only partially alienated or designated for other uses and occupants, such as the Indian Reservation lands Congress has partially withdrawn back for federal Corps and Bureau of Reclamation projects operated by the United States for the benefit of non-Native Americans. This term also includes lands where the Native Americans have special rights but the lands are not Indian Reservation lands or fully Native American Trust Lands. Riparian areas in the Pacific Northwest where various tribes have OFF-RESERVATION fishing rights under the 1855 treaties are examples of such special status lands. In addition, under other federal laws, executive orders, and regulations, Native Americans or their tribal governments may have partial or exclusive use of specific other federal lands, for some designated period of time or for all time. Sites given special status under the Native American Freedom of Religion provisions have such special status.

g. NAGPRA Sites: In addition to other special programs, the Native American Grave Protection and Repatriation Act (NAGPRA) gives the Native American tribal organizations certain rights to ceded lands of that particular tribe in connection with known or discovered archeological sites containing bodies or articles belonging to the tribe. Some states like Oregon have also adopted similar state-NAGPRA statutes, which offer similar but different rights.

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h. Set-aside: A contract or program set aside for the exclusive use of one or more persons or entities or class(es) of persons or entities. Existing set-aside programs include small businesses, small disadvantaged businesses, small woman-owned businesses, and small Native American owned small businesses.

i. Preference Program: A program that provides preferential treatment to a designated individual, entity, or group(s) of individuals and/or entities. Set-asides are one type of preference programs. The proposed HUBzone program, which gives HUBzone contractors a 10% price differential in bidding, is another type of preference program. The Self-Determination Act programs for Indian tribes are also preference programs.

j. FAR: Federal Acquisition Regulation: a multi-agency procurement regulation governing most federal procurements.

k. DFARS: Defense FAR Supplement: the Defense Dept. supplementary regulation to the FAR.

l. AFARS: Army FAR Supplement: the Army supplementary regulation to the FAR and DFARS.

m. EFARS: Engineer FAR Supplement: the Corps of Engineers supplementary regulation to the FAR, DFARS, and AFARS.

n. CRFTAS Tribe: one of four designated beneficiary tribes of this program: the Confederated Tribes and Bands of the Yakama Indian Nation; the Confederated Tribes of the Warm Springs Reservation; the Confederated Tribes of the Umatilla Reservation; and the Nez Perce Tribe.

o. 1855 Treaty Tribe: one of approximately 30 Pacific Northwest tribes in Oregon, Washington, Idaho, and Montana whose elders signed on to one of the various versions of a generic 1855 treaty presented to the tribes by Gov. Stephenson of Washington Territory and Gen. Palmer of Oregon Territory in 1855 at several encampments in Oregon and Washington. One of the generic elements of this 1855 treaty was the reservation of tribal rights to OFF-reservation hunting and fishing rights. Various rights under this treaty have been litigated to the US Supreme Court seven times. In addition there are semi-permanent court proceedings and judicial orders carrying out the provisions of this treaty.

p. Equal Footing doctrine: Federal Constitutional case law holding that newly admitted states to the union of the United States receive the same rights and benefits as the original 13 States, including the transfer of the title to the bed of navigable waters from United States ownership to state ownership, except for prior transfers. In the case of the 1855 treaties, the 1855 treaties and their grants of rights to the tribes predated the statehood admissions of Oregon, Washington, Idaho, and Montana – but not individual federal land grants or patents issued prior to 1855.

q. Navigation Servitude: Federal Constitutional case law holding that the public right of navigation upon navigable waters of the United States is paramount or superior to all other rights to use or ownership of the navigable waters; and also recognizing that the United States acting through the Corps of Engineers (and other appropriate federal entities) can take and use any part of the navigable waterways below the ordinary high water lines without any compensation to anyone.

s. Procurement Contracts: Procurement contracts are contracts subject to and performed pursuant to the provisions of the FAR.

t. Non-Procurement Contracts: Non-procurement contracts are any other contracts or agreements, involving the United States or its entities as parties, that are NOT subject to the FAR. Among the classes of contracts and agreements not governed by the FAR and not considered procurement contracts are: grants and cooperative agreements; real estate agreements; and a variety of other federal contractual statutory programs.

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3. NATIVE AMERICAN CONTRACTING OPPORTUNITIES UNDER THE FAR

a. FAR Preference Programs: None of the present or anticipated FAR preference programs are exclusively for Native American contractors or tribes. Many such programs include small Native American businesses within their eligibility, including set-aside programs for small businesses and preferential programs for HUBzone contractors currently being implemented by the Small Business Administration (SBA).

b. DFARS Native American Program: The DFARS (Subpart 226.1) has a special military set-aside program applicable to designated military contracts. It's funding is DOD military appropriations, and it is not applicable to civil works programs or contracts.

c. Sole Source Opportunities under the FAR: The FAR (6.302-1) generally allows sole source contracting when there is only one possible source. This authority has frequent application to Native American activities:

(1) NAGPRA: NAGPRA (25 USC 3001ff., 43 CFR 10) authorizes and requires sole source contracting with specific Native American tribes for activities required by NAGPRA. Given the volume and diversity of Native American cultural artifacts within the division, there is much opportunity here for sole source contracting with the various tribes.

(2) Historic and Archeological Preservation activities: Some but all historical and archeological work can be justified as sole source work when only a particular tribe or Native American can provide the necessary services. This type of sole source circumstance arises typically when doing tribal histories and tribal archeological work. It does not apply to general historical or archeological work.

(3) Reservation Work and Some Off-Reservation Tribal Work: Although the Buy Indian Act does not apply to Corps civil works missions generally, it does apply to contracts by BIA, the Indian Health Service, HUD Indian Housing services, and certain Dept. of Education Indian education services. Similarly, part of the Indian Self-Determination Act, 25 USC 450e(b) applies to specific Indian programs. If a Corps entity does work under these authorities for one of the designated agencies, under the Economy Act, then the other agency's authorities apply, and the Buy Indian Act or 25 USC 450e(b) may be used to limit contracting and/or subcontracting to designated Indian eligibles. See Alaska Chapter, AGC v. Pierce, 694 F.2d 1162 (9th Cir. 1162)

d. Indian Self-Determination Act Opportunities: Most of the Indian Self Determination Act (25 USC 450 ff., Pub. L. 93-368, Jan. 4, 1975, 88 Stat. 2303, as amended) deals with a specific statutory contract between BIA and individual tribes. However, another part of the Indian Self-Determination Act, 25 USC 450e(b), provides for and requires Native American training, employment, and subcontracting opportunities for those federal projects whose principal beneficiary(ies) is/are Native Americans and their tribes. After much discussion up and down the Army chain of command, it was decided and directed that the best means of implementing this Native American statute was to use negotiated procurements where 2 of the technical evaluation factors were the statutory criteria. Other factors must include price (by statute and regulation) and may/should include technical evaluation criteria focused on the work to be performed. This procedure has worked for the CRFTAS program through multiple phases.

4. NATIVE AMERICAN TRIBES AS SPONSORS

Portland and Seattle Districts have successfully undertaken projects under normal civil works authorities where specific Native American tribes are sponsors, either by themselves, or in conjunction with others. With many tribes having gaming monies to spend on tribal needs, this is an area of potential growth for civil works activities, particularly since most Native American tribes are trying to achieve the same environmental and natural resource goals that the Corps is.

a. PCA Sponsors: Tribes can serve as PCA sponsors with regard to reservation lands. Federal money loses its character as federal money once it comes into control of tribes. In addition, trust fund moneys are not

considered federal money for our purposes under old case law from around 1900, but are deemed tribal money. The tribes usually also have independent sources of funds too.

b. Assistance agreements: We can provide technical assistance to tribes like state governments receive it. There is COE regulation on such technical assistance activities.

c. Tribal volunteers and challenge cost-share agreements: The tribes are eligible to participate in these programs. Again COE regs apply.

d. Other opportunities: There are a lot of other opportunities for tribal relationships within general COE programs provided one is looking for and promoting such opportunities.

5. SPECIAL CONTRACTING ISSUES WHEN CONTRACTING WITH NATIVE AMERICAN TRIBES

a. SOVEREIGN IMMUNITY: The tribes have a limited degree of sovereign immunity. For an agreement or contract to be valid, both as a contract and as a waiver of tribal sovereign immunity, the contract must be executed by the authorized tribal leader (usually with required tribal council approval).
If the agreement is with other than a federal agency, then the Secretary of Interior's approval is also required. The tribal approval resolution should state explicitly that tribal sovereign immunity is waived.

b. JURISDICTION: When contracting with a tribe, a special effort is required to determine that the tribe has jurisdiction and authority to do what it is contracting to do. The concern stems from the variations in tribal sovereignty recognized by DOI under the Self-Determination Act (above). In addition, various tribes are in various steps of the EPA process by which tribes gain regulatory control over their waters under the Clean Water Act. In addition, as Montana v. United States, 450 US 544, 87 L Ed 2d 493, 101 SCt 1245 (1981) [tribes generally do NOT have control or ownership of beds of navigable waters], South Dakota v. Bourland, 508 US 679, 124 L Ed 2d 606, 113 SCt 2309 (1993), and Lower Brule Sioux Tribe v. South Dakota, 711 F.2d 809, 813, fn. 1 (8th Cir. 1983) [Oahe Dam built on reservation lands withdrawn by Congress from reservations reverted jurisdiction back to COE from tribes], and Brendale v. Confederated Yakima Nation, 492 US 408, 106 L Ed 2d 343, 109 SCt 1994 (1989) [Yakama lost right to eject non-Indians from reservation lands in open part of reservation, and thereby lost derivative rights to zone and control their activities; but retained full control over closed part of reservation] show, the question of jurisdiction varies from land parcel to land parcel even within reservation boundaries.

c. TRIBAL CORPORATIONS: The Colville Tribe have established a tribal corporation to be their contracting party on Corps jobs. The corporation does not share the tribe's sovereign immunity, but does present additional issues when it contracts, because it retains much of the tribe's and tribal members tax immunities and immunities from other state regulatory measures. As a result, careful coordination is required so that the federal contract administrators understand the differences in dealing with a particular tribal corporation who is really only subject to federal law and tribal ordinance.

d. TERO: Tribal Employment Rights Offices (TERO) are a complex subject. Tribal sovereignty enforces their requirements when work is performed upon reservation lands controlled by and within the jurisdiction of the tribal government (but, as Bourland and Lower Brule show, not on reservation lands withdrawn by Congress; and, as Brendale suggests, not on lands within reservation boundaries which have passed beyond tribal control.) TERO has been applied to multi-tribal projects by legislative or executive grace on occasion as a way to effectuate 25 USC 450e(b) training and subcontracting preferences. However in these circumstances, such use of TERO has been explicitly negotiated. For the CRFTAS program, a rate of _% per each of the 4 tribes having rights on the property has been recognized in the Government Estimate.

e. CULTURAL ACCOMMODATION AND COMMUNICATIONS: Successful contracting and working relationships with the various Native American organizations requires special efforts at good communications and bridging the cultural gaps between non-Indian and Indian cultures. President Clinton's Executive Order 13084, Consultation and Coordination with Indian Tribal Governments, May 14, 1998, 63 Fed. Reg. 27655, No. 96, Tue. May 19, 1998, and his earlier Executive memorandum of April 29,

1994, on government to Government Relations with Native American Tribal Governments, provide a regulatory framework for each federal agency to carry out effective communications and coordination with tribal governments affected by each agency's programs. The Defense Dept., the Army, and the Corps of Engineers have been developing and implementing supplementary guidance also. In addition, as a follow-on to the joint BPA-BOR-COE systems review study, additional joint efforts at tribal coordination are also underway. And additional tribal coordination is being pursued under the various fish and other litigations involving the tribes of the Pacific Northwest and federal agencies managing fish and other natural resources, including the COE. Federal-Tribal relationships are undergoing dynamic change and development as this document is prepared.

f. STATUTORY AND REGULATORY CHANGES: Although this point has been touched upon above, it is critical that those working in the arena of tribal relationships with the Federal Government recognize and stay abreast of the many statutory and regulatory changes that keep occurring. The federal contract preference programs are currently being implemented in new ways as a result of new laws and case law decisions. For HUBzone changes and other changes, major FAR and DFARS changes are in the process of being developed and issued, with target effective dates in CY 1998.

APPENDIX D

NON-PROCUREMENT CONTRACTS:

ECONOMY ACT CONTRACTS AND COOPERATIVE AGREEMENT CONTRACTS

8/25/98 DRAFT

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17 33 USC 2803 (coastal monitoring); 16 USC 17k, L (NPS joint rec study); 16 USC 18 (tourist promotion); 16 USC 18 (museum promotion); 16 USC 19e (Natl. Park Foundation)

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19 16 USC 470aa (Arch. Resources Protection); 36 CFR 79 (Curation Regs); 16 USC 661 (Fish & Wildlife Coordination Act); 16 USC 1531 (Endangered Species Act); 42 USC 4332 (NEPA)

20 42 USC 1856a (Reciprocal Fire fighting Agreements); 42 USC 4701 (Inter-governmental Personnel Act); 42 USC 5121 (Disaster Relief); 42 USC 11001 (Emergency Planning & Community Right to Know)

21 43 USC 666 (McCarran water rights act)

21 e. Other Agency Authorities Related to civil works mission

Agriculture: Forest Service (USFS); Natural Resources Conservation Service (NRCS)

23 Commerce: Natl Marine Fisheries Service (NMFS); Energy: BPA

24 FERC; EPA; Interior:

25 Ore. List of Wild & Scenic rivers

26 BIA; BLM; BOR; Geologic Survey;

27 Natl. Park Service (Ore. Monuments list); US Fish & Wildlife

28 Labor Dept.; Transportation Dept. : Coast Guard

1. SITUATION:

The following statutes and regulations provide the legal framework for Economy Act agreements and cooperative agreements.

a. THE ECONOMY ACT:

(1) In 1920 Congress passed the original Economy Act, which became law on May 21, 1920. It's purpose was to drastically reduce the spending and improve the cost efficiency of the Federal Government as it came out of World War I. It's most enduring legacy is 31 USC 1535 which provides for one federal agency providing acquisition support to another federal agency:

(2) As amended in 1984 to eliminate "offloading", Section 1535 provides in part as follows:

(a) The head of an agency or major organizational unit within an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if –

(1) amounts are available;

(2) the head of the ordering agency or unit decides the order is in the best interest of the United States Government;

(3) the agency or unit to fill the order is able to provide or get by contract the ordered goods or services; and

(4) the head of the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

[*(b)* provides for payment procedures]

(c) A condition or limitation applicable to amounts for procurement of an agency or unit placing an order or making a contract under this section applies to the placing of the order or the making of the contract.

[(d) concerns obligations of appropriations]

(e) This section does not –

(1) authorize orders to be placed for goods or services to provided by convict labor; or

(2) affect other laws about working funds.

(3) FAR 17.503 requires the following Determination and Finding to use an Economy Act agreement:

(1) Use of an interagency acquisition is in the best interest of the Government; and

(2) The supplies and services cannot be obtained as conveniently or economically by contracting directly with a private source.

If the servicing agency fulfills the order by a contract, at least one of the following circumstances must be stated to apply too:

(1) The acquisition will appropriately be made under an existing contract by the servicing agency, entered into before placement of the order, to meet requirements of the servicing agency for the same or similar supplies or services;

(2) The servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or

(3) The servicing agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies.

b. OTHER SPECIAL STATUTORY AUTHORITY

FAR 17.500(b) provides that the Economy Act applies when more specific statutory authority does not exist. Acquisitions from required sources of supply under FAR Part 8 have their own specific statutory authority.

c. INTRA-AGENCY PROCEDURES UNDER THE ECONOMY ACT

FAR 17.500(a) provides that intra-agency acquisitions are exempt from FAR Part 17.5 and are governed by agency regulations (i.e Army uses Military Interdepartmental Procurement Regulations (MIPR) procedures.)

d. GRANT AND COOPERATIVE AGREEMENT ACT

(1) On Feb. 3, 1978 Public Law 95-224, the Grant and Cooperative Agreement Act of 1977, became law. Its primary purpose as stated in 31 USC 6301 was housekeeping, standardizing existing government practices. The statute attempted to categorize various forms of government contractual arrangements into 4 categories (5 categories if real estate is considered):

(a) Procurement contracts (31 USC 6303): *"(1) the principal purpose of the instrument is to acquire (by purchase, lease, or barter) property or services for the direct benefit or use of the United States Government; or (2) the agency decides in a specific instance that the use of a procurement contract is appropriate."*

(b) two classes of assistance agreements (31 USC 6304 (1) and 6305 (1): "*the principal purpose of the relationship is to transfer a thing of value to the State, local government, or other recipient to carry out a public purpose of support or stimulation authorized by a law of the United States instead of acquiring (by purchase, lease, or barter) property or services for the direct benefit or use of the United States Government;* ") which differ only in the level of substantial involvement that is expected:

(i) Grant agreements (31 USC 6304(2)): *"substantial involvement is not expected between the executive agency and the State, local government, or other recipient when carrying out the activity contemplated in the agreement."*

(ii) Cooperative agreements (31 USC 6305(2)): *"substantial involvement is expected between the executive agency and the State, local government, or other recipient when carrying out the activity contemplated in the agreement."*

(c) Agreements excluded from being considered procurements, grants, or cooperative agreements by 31 USC 6302 (2): *"'grant agreement' and 'cooperative agreement' do not include an agreement under which is provided only –*

(A) direct United States Government cash assistance to an individual;
(B) a subsidy;
(C) a loan;
(D) a loan guarantee; or
(E) insurance."

(d) Agreements for personal property are not included in 31 USC 6302-6305 – an "Other agreements" category for personal property; and

(c) Real estate agreements not included in 31 USC 6302-6305.

[Although the term "lease" is used in reference to procurement contracts, the better construction of 31 USC 6303 (1), 6304 (1), 6305 (1) is that a lease of personal property in meant rather than a lease of real property. Real property in the federal government is managed under a separate group of statutes, and usually personal and real property are NOT covered by the same statutes, unless a specifically stated contrary intent is provided in the statute. See Title 43 USC Public Lands (GSA, BLM), and 10 USC 2662 ff. (Chap. 159) (DOD) for major collections of federal real property law. Civil works real property law is found in various civil works sections in Title 33 USC intermixed with other civil works statutes. Other federal agencies also have real property law sections intermixed with their agency statutes. Perhaps more significantly, in the long 12-plus centuries of Anglo-Saxon law, personal and real property have always been treated as separate species of property, operating under often-similar but always distinct rules of law. As a consequence, the presumption is that the two species of property are NOT covered by the same statute(s) unless a contrary intent is specifically stated, or the context shows otherwise (e.g. in tax law, all classes and species of property are included in many tax sections where the intent is to tax everything taxable.)]

2. MISSION:

Agency missions are assigned by statute.

a. TWO MAJOR CLASSES OR TYPES OF CONTRACTING AGREEMENTS

The Army Corps of Engineers carries out its mission largely through contracting type activities. The contracting types of activity fall generally into 2 classes, cooperative agreements and procurement contracts. The former is (1) with our agency's partners and sponsors in a concerted effort to achieve common goals and missions; and the latter (2) with other entities to procure supplies, services, and construction work.

(1) DISTINCTIONS BASED UPON PRIMARY PURPOSE

The nature of the first category of work is assistance-type of work that supports and stimulates related activities in our partners and sponsors. Even though the end result of the cooperative effort may be to procure supplies, services, or construction, the dominant factor of the effort is the joint activity and assistance aspect. This is reflected in the fact that usually the work must be done with a particular partner or sponsor or other cooperating entity.

The nature of the second category of work is that the dominant purpose is the procurement of supplies, services, and/or construction work, and who the contractor is is relatively insignificant.

(2) DISTINCTIONS BASED UPON NATURE OF CONTRIBUTIONS

A secondary distinction between assistance-type work and procurement work lies in the types of contributions by the government. In the second, procurement category of work, the government typically provides (1) money, (2) land if services or construction is required, and (3) other forms of contribution like supplies and government personnel and resources only rarely (except for construction contracts). In addition the contractor expects 100% reimbursement of his costs.

In the assistance-type of agreement, (1) money is usually transferred, but (2) other forms of contribution are also typical, including (a) personnel time and effort, (b) shared supplies and equipment, and (3) use of government facilities and land. Moreover the other entities are expected usually to contribute their resources and money to the project, without expectation of 100% reimbursement of their costs.

(3) DISTINCTIONS BASED UPON TYPE OF MUTUAL INVOLVEMENT

A third type of distinction lies in the type of mutual involvement. In a procurement contract, government involvement is targeted toward getting what the government requires and needs, and typically involves inspection-type activities. In other than a research and development contract, the end product is usually also well defined.

In an assistance-type cooperative agreement, government involvement is focused on the partnership relationship, and working together to achieve something of interest to all entities concerned. The dialogue is not limited to a inspection relationship, but goes beyond to a true sharing of data and interests in a common development effort. Often the goal is to develop something new and not well defined when the cooperative relationship first started.

b. FACTORS TO EXAMINE TO DETERMINE WHICH TYPE OF CONTRACTUAL RELATIONSHIPS AND TYPES OF AGREEMENTS IS PREFERRED IN A SITUATION

From the foregoing distinctions, it is clear that the relationships between procurement contracts and cooperative agreements are not always clear because both relationships involve (1) some joint activities between the contractual parties and (2) usually involve some transfer of supplies, services, construction., and/or other property.

Rather a careful analysis of the (1) purpose of the relationship (acquisition or assistance), (2) the importance of who the other party is (contractor or essential partner or sponsor), (3) the nature of contributions to the effort (solely money or a mixture of money, property, and other resources), (4) the amount and level of cost reimbursement (100% in procurement contracts usually; less than 100% typically in cooperative agreements), (5) the type of personnel interaction (purely inspection of contract work or a broader, more collaborative effort to accomplish the work), and (6) the particular statutory authorizations involved (procurement contracts require no specific mission authorization to buy supplies, services, or construction; cooperative agreements require specific statutory authority for the common mission) are essential to ascertain what type of agreement is being undertaken.

The foregoing list of distinctive factors goes beyond the statutory definitions (primary purpose of procurement or assistance) to flush out the other identifying factors that are found in some of the various specific statutory authorities involved in this issue. In many cases, the authorizing mission statutes leave no room for choice in the type of contracting vehicle chosen.

3. OPERATIONS:

a. GENERAL

(1) PROCUREMENT CONTRACTS

Almost all government entities have broad statutory authority to procure supplies and services to accomplish their missions.

The General Accounting Office (GAO) in Vol. 1, Chap. 4 of its Principles of Federal Appropriation Law, 2nd Edition, states 3 legal requirements for the availability of appropriations or money for government purchases:

"(1) The purpose of the obligation or expenditure must be authorized;

(2) The obligation must occur within the time limits applicable to the appropriation; and

(3) The obligation and expenditure must be within the amounts Congress has established."

The GAO goes on to state the most fundamental authorization and limitation on federal expenditures, by procurement contract or otherwise:

"31 USC 1301(a): Appropriations shall be applied only to the objects for which the appropriations were made except as otherwise provided by law." 2 Stat. 535 (1809).

The GAO then goes on to discuss the necessary expense doctrine.

"The next point to emphasize is that 31 USC 1301(a) does not require, nor would it be reasonably possible, that every item of expenditure be specified in the appropriation act. While the statute is strict, it is applied with reason.

The spending agency has reasonable discretion in determining how to carry out the objects of the appropriation. This concept, known as 'the necessary expense doctrine,' has been around almost as long as the statute itself. An early statement of the rule is contained in 6 Comp. Gen. 619,621 (1927):

'It is a well-settled rule of statutory construction that where an appropriation is made for a particular object, by implication it confers authority to incur expenses which are necessary or proper or incident to the proper execution of the object, unless there is another appropriation which makes more specific provision for such expenditures, or unless they are prohibited by law, or unless it is manifestly evident from various precedent appropriation acts that Congress has specifically legislated for certain expenses of the government creating the implication that such expenditures should not be incurred except by its express authority.'"

One of the most important principles of law from the above discussion is that federal agencies and their employees have discretion in carrying out the law. As the GAO states, it would not be "reasonably possible" for Congress to specify every last expenditure or other item of detail involved in the process of reasonably executing and carrying out a statute.

Another critical principle of law from the same discussion is that as long as the agency officials carrying out a particular activity deem an expenditure reasonably "necessary" for the proper execution of the object or purpose of a statute (absent one of the exceptions listed in the discussion above), then their discretionary decision controls. This is important because people can reasonably differ in what is "reasonably necessary" , and the discretion of the duly-authorized statutory actors or employees controls. If two people each making independent decisions on the same statute reach contrary conclusions and are otherwise authorized to make agency spending decisions, then both can be "right" even though they disagree on what is "right."

Obviously, for reasons of agency consistency, such polar opposite decisions are not desirable from an administrative standpoint. However, from a legal standpoint, they are proper, as long as the persons making them had (1) legal authority and (2) reasonably arrived at their conclusions, even though in total disagreement with each other.

A classic example of this delegated decision-making authority with regard to contract issues is found in 41 USC 605(b), part of the 1978 Contract Disputes Act:

"The contracting officer's decision on the claim shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency, unless an appeal or suit is timely commenced as authorized by this chapter."

The GAO in 63 Op. Comp. Gen. 338, 1984, stated that:

"Since subsection (a) of this section provides that all claims by contractor against government should be submitted to contracting officer for decision, General Accounting Office is not proper tribunal for resolving such disputes." [quoted at note 23, 41 USCA 605]

As a result of these decisions and other law and case law, most federal agencies routinely purchase supplies and services without any great reflection upon their statutory authority to do so, except when particular procurements involve the gray areas of their authority limits.

(2) COOPERATIVE AGREEMENTS

Unlike procurement contracts, it is general law that agencies must have specific statutory assistance authority before they can enter into cooperative agreements. B-218816, 65 Comp. Gen. 605, June 2, 1986, Council on Environmental Quality.

However, in the 20 years that have passed since the enactment of the Grant and Cooperative Agreement Act on Feb. 3, 1978, Congress has continued to authorize more and more assistance relationships, so that today there are over 100 such authorizations.

The authorizations that concern the Corps are those either directly to the Corps, the DOD partners of the Corps, or the other federal agencies who partner with the Corps. While it is obvious that the authorizations to the Corps and its DOD partners are significant, because the Corps does much of DOD's construction work, it is not so obvious that the authorizations to civilian agency partners of the Corps are also significant. Thanks to the expansion of environmental and related socio-economic programs, most Corps and DOD projects have to go through a gauntlet of approvals from other federal and state agencies. Many of these approval processes involve assistance relationships between other federal agencies and non-federal agencies. These assistance relationships become very significant when Congress waives federal sovereign immunity, as it has on many major environmental statutes, and subjects Corps projects to approvals by federal-state assistance relationships.

In the parts that follow, this paper documents the major defense assistance authorizations (these have greatly increased in number in recent years – and are applicable to Corps operations either generally or with regard to specific defense programs that the Corps may participate in), the major civil works assistance authorizations (also a growing number), and finally some of the more important assistance authorizations involving other federal agencies that partner with the Corps.

In addition, related authorizations (e.g. voluntary services authorizations) are also included where they play a significant and related role to cooperative agreements. These related authorizations are important because while they do not authorize cooperative agreements as defined by 31 USC 6305, they do create relationships that are very similar in nature and function. Functional equivalence is very important from a mission standpoint, as the mission often does not care what method is used, as long as functional equivalence in results is obtained.

RELEVANT COMPTROLLER GENERAL RULINGS

In a separate document, a study of all published (electronically accessible) Comptroller General rulings on cooperative agreements through 1997 was made. It is useful at this point to summarize all of the decisions where the Comptroller General discussed (and usually affirmed) agencies' assistance (cooperative agreement) authorities to confirm just how broad and general this assistance authority is within the Federal Government:

Cooperative agreement assistance authority was found numerous times even before the Feb. 3, 1978 Cooperative Agreement Act:

1945 – B-49330, 24 Comp. Gen. 802, May 4, 1945, G.O. Lathem, Dept. of Agriculture, affirmed shared federal/non-federal funding for federal employees by cooperative agreement.

1948 – B-78055, 28 Comp. Gen. 38, July 22, 1948, Sec'y. of Interior, affirmed authority to sell excess hydropower in commercial marketplace as incidental activity to federal generation activity.

1956 – B-127113, May 3, 1956, Sec'y. of Interior, affirmed cooperative agreements for fire-fighting.

1957 – B-132488, 37 Comp. Gen., 101, Aug. 12, 1957, Sec'y. of Interior, again affirmed the pooling of federal and non-federal funds to pay federal employees.

1960 – B-165972, 40 Comp. Gen., 81, Aug. 9, 1960, Sec'y. of Agriculture, affirmed shared federal and non-federal funding of shared road construction and recapturing construction costs as "tolls".

1963 – B-150239, 42 Comp. Gen. 289, Dec. 6, 1962, affirmed federal authority to maintain local roads when part of federal road system.

1966 – B-158801, May 9, 1966, Sec'y. of Agriculture, affirmed Forest Service and timber company road sharing agreement modifications.

1970 – B-164660, Oct. 2, 1970, Pickett, Andereck, Hauck, & Sharp, enforced a cooperative agreement for peaking capacity.

1975 – B-173240, June 16, 1975, Overseas Private Investment Corp., affirmed federal and non-federal reinsurance agreements.

1976 – B-184936, 55 Comp. Gen. 1059, May 3, 1976, Forest Products Laboratory, affirmed most of the authority claimed by the Forest Service to jointly fund and conduct forestry research with the Univ. of Wisconsin; and B-166506 affirmed Forest Service authority to share water quality facilities with others.

1977 – B-189970, Dec. 16, 1977, US Forest Service, interpreted a Forest Service road share agreement to settle a dispute.

Following the Feb. 3, 1978 Cooperative Agreement Act, the number of decisions on authority questions has vastly declined, as most of the reported decisions involved disappointed non-selectees for cooperative agreements and grants. However, there is still a series of authority decisions.

1981 – B-202463, Mar. 24, 1981, Cong. Don Fuqua, answered questions from Congress about synthetic fuel facility transfers by cooperative agreements.

1981 – B-200588 L/M, Mar. 26, 1981, John Rose, PM, Chicago RO, answered a series of EPA and Agriculture questions about how to transfer their joint pesticide program management to the states.

1982 – B-206272, 61 Comp. Gen. 637, 82-2 CPD 270, Sep. 24, 1982, Civic Action Institute and B-206272.2, 82-2 CPD 399, Nov. 2, 1982, Civic Action Institute, distinguished between situations where services were provided to 3rd parties: if the US was involved in a sharing agreement with a 2nd party to provide the services, then a cooperative agreement was appropriate; if the US merely acquired services from a 2nd party and then sought to distribute them independently to a 3rd party, then services procurement contracts were in order.

There was no noticeable change in the Comptroller General rulings after the passage of the 1984 Competition in Contracting Act (CICA).

1985 – B-217093, Jan. 9, 1985, Sen. Roth, affirmed the authority of the Japan-US Friendship Commission to transfer funds to the Dept. of Education.

1986 – B-218816, 65 Comp. Gen. 605, June 2, 1986, CEQ, is a unique decision that held that the Council of Environmental Quality, a White House office, had no assistance authority and therefore could not enter into cooperative agreements.

1986 – B-222665, July 2, 1986, Cong. Mitchell, affirmed unique BIA authority under the Self Determination Act to continue to use procurement contracts with Native American tribes when under more general federal law cooperative agreements should have been used.

1987 – B-222908, Oct. 17, 1986, Cong. Miller, advised the Western Power Authority that its statutory authority did not include buying and selling hydropower from/to Canadian utilities (like BPA can).

1987-1988 – A series of three MARAD decisions (B-227084, 87-1 CPD 475, May 5, 1987, Ship Analytics, Inc., B-230647, 88-2 CPD 37, July 12, 1988, Ship Analytics, and B-227084.6, Dec. 19, 1988, MARAD) distinguished between when MARAD was sharing the development and use of its computer simulators with private sources (cooperative agreements) and merely selling services on the simulators to other federal agencies (procurement contracts).

1987 – B-226922, July 23, 1987, EPA, affirmed EPA's authority to enter into cooperative agreements with the various states for the joint administration of CERCLA. Given the nature of CERCLA litigation, EPA probably sought the advance ruling from GAO simply to preclude additional litigation disputes in its CERCLA litigation, a wise move on EPA's part.

1991 – B-241708, Sep. 27, 1991, BIA, again affirmed the broad cooperative agreement authorities of the Depts. of Agriculture and Interior in fire-fighting activities.

Out of all of these Comptroller General decisions, it is significant that only one federal agency, CEQ, a White-House-based coordinating and policy-making body, has been held to have no assistance authority. The clear weight of 50 plus years of Comptroller General decisions is that most federal agencies involved in domestic programs have been given assistance authority. The Corps of Engineers civil works program is clearly a program of assistance, as the following discussion will show. In addition, a large number of other agencies' authorities are listed to indicate just how general and common it is for federal agencies with overlapping domestic missions to have similar assistance authorities.

THE UNIQUE LOCAL OREGON INTERGOVERNMENTAL ENVIRONMENT

In the examples that follow, most of the general authorities are listed. In addition, because the Corps civil works program is primarily focused on water resources and because Oregon has probably more specifically-regulated by federal (and state) law waters than any other state in the Union, extensive listings of federal authorities unique to Oregon and its border areas are provided, as representative of the many types of federal regulation one deals with in the civil works program. Unlike many other jurisdictions, in Oregon most civil works activities co-exist with other specific federal and state law authorities, making for a situation in which "assistance" agreement relationships exist almost everywhere. This is a result not only of the massive federal regulatory environment on Oregon's waters, but also the fact that about 80% of Oregon's relatively large landmass is federal owned or controlled (as is also typically the case in most other Western states.) This massive overlap of federal statutory authorities and multiple federal agency jurisdictions has, out of necessity, created a work environment where the Corps must coordinate almost every activity with at least one other federal agency, if not a multitude of other federal and state agencies.

The principal agency players include EPA Region 10 (environmental issues that dominate everything), NMFS and USFWS (fish and wildlife issues, including Endangered Species Act (ESA), that also dominate all natural resources activities), USFS and BLM (the two largest federal land managers in Oregon, whose properties surround or are even within Corps projects), the BIA (the federal agency that manages the many Indian reservations and off-reservation tribal lands in Oregon), the USCG (the Corps' partner in navigable waters regulation and maintenance), the US Geological Survey (a companion federal engineering and science organization to the Corps), the BPA and the BOR (statutory partners of the Corps in Northwest hydropower operations), the NRCS (former SCS), and the NPS (whose parks and monuments are found in Oregon and neighboring states).

Further, since by various federal laws and various waivers of federal sovereignty, Congress has teamed state agencies with similar functions with federal agencies, there are a number of state agencies with whom everything must also be coordinated under federal law. The principal state agencies in Oregon involved in this Congressionally-mandated teaming include: Division of State Lands (DSL) (state land manager and controller of state-owned submerged lands), Dept. of Environmental Quality (DEQ), Dept. of Fish and Wildlife (DFW), State Marine Board (state Coast Guard counterpart), Depts. of Forestry and Agriculture (Forest Service and Agriculture counterparts), Water Resources Dept. (WRD – the state water rights and dam regulation body), and the State Police (source of most of our contracted law enforcement assistance.)

There are also about 10 federally-recognized tribes in Oregon and adjacent Washington areas. Of these, four tribes have special off-reservation treaty rights in the Corps' Columbia River projects in Portland District: (1) the Confederated Bands and Tribes of the Yakama Indian Nation, (2) the Confederated Tribes and Bands of the Umatilla Reservation, (3) the Confederated Tribes and Bands of the Warm Springs Reservation, and (4) the Nez Perce Tribe. These four tribes have established the Columbia River Intertribal Fish Council (CRITFC) as their designated representative for many fisheries and law enforcement matters. These four tribes are the beneficiaries of the "in lieu" sites program and the Columbia River Fishing Treaty Access Sites (CRFTAS) program. In addition to the provisions of the various treaties and case law decisions, Congress has also added specific legislative provisions to many local federal programs protecting and expanding the rights of these tribes.

b. TITLE 10 USC ASSISTANCE RELATIONSHIPS (MILITARY COOPERATIVE AGREEMENTS)

(1) 10 USC 1588 AUTHORITY TO ACCEPT VOLUNTARY SERVICES, Pub. L. 98-94, Sep. 24, 1983, as amended.

(a) Authority to accept services -- Subject to subsection (b) and notwithstanding section 1342 of title 31, the Secretary concerned may accept from any person the following services:

(1) Voluntary medical services, dental services, nursing services, or other health-care related services.

(2) Voluntary services to be provided for a museum or a natural resources program.

(3) voluntary services to be provided for programs providing services to members of the armed forces and the families of such members, including the following programs:

(A) Family support programs.

(B) Child development and youth services programs.

(C) Library and education programs.

(D) Religious programs.

(E) Housing referral programs.

(F) Programs providing employment assistance to spouses of such members.

(G) Morale, welfare, and recreation programs, to the extent not covered by another subparagraph of this paragraph.

(b) Requirements and limitations—

(1) The Secretary concerned shall notify the person of the scope of the services accepted.

(2) With respect to a person providing voluntary services accepted under subsection (a), the Secretary concerned shall –

(A) supervise the person to the same extent as the Secretary would supervise a compensated employee providing similar services; and

(B) ensure that the person is licensed, privileged, has appropriate credentials, or is otherwise qualified under applicable law or regulations to provide such services.

(3) With respect to a person providing voluntary services accepted under subsection (a), the Secretary may not –

(A) place the person in a policy-making position; or

(B) except as provided in subsection (e), compensate the person for the provision of such services.

(c) Authority to recruit and train persons providing services—The Secretary concerned may recruit and train persons to provide voluntary services accepted under subsection (a).

(d) Status of persons providing services—

(1) Subject to paragraph (3), while providing voluntary services accepted under subsection (a) or receiving training under subsection (c), a person, other than a person referred to in paragraph (2) , shall be considered to be an employee of the Federal Government only for the purposes of the following provisions of law:

(A) Subchapter I of chapter 81 of title 5 (relating to compensation for work-related injuries).

(B) Section 2733 of this title and chapter 171 of chapter 28 (relating to claims for damages or loss).

(C) section 552a of title 5 (relating to maintenance of records on individuals). [Privacy Act]

(D) Chapter 11 of title 18 (relating to conflicts of interest).

(2) Subject to paragraph (3), while providing a nonappropriated fund instrumentality of the United States with voluntary services accepted under subsection (a), or receiving training under subsection (c) to provide such an instrumentality with services accepted under subsection (a0, a person shall be considered an employee of that instrumentality only for the following purposes:

(A) Subchapter II of chapter 81 of title 5 (relating to compensation of nonappropriated fund employees for work-related injuries).

(B) Section 2733 of this title and chapter 171 of title 28 (relating to claims for damages or loss.)

(3) A person providing voluntary services accepted under subsection (a) shall be considered to be an employee of the Federal Government under paragraph (1) or (2) only with respect to services that are within the scope of the services so accepted.

(4) For purposes of determining the compensation for work-related injuries payable under chapter 81 of title 5 (pursuant to this subsection) to a person providing voluntary services accepted under subsection (a), the monthly pay of the person for such services shall be deemed to be the amount determined by multiplying –

(A) the average monthly number of hours that the person provided the services, by

(B) the minimum wage determined in accordance with section 6 (a)(1) of the Fair Labor Standards Act of 1938 (29 USC 206(a)(1)).

(e) Reimbursement of incidental expenses-- The Secretary concerned may provide for reimbursement of a person for incidental expenses incurred by the person in providing voluntary services under subsection (a). The Secretary shall determine which expenses are eligible for reimbursement under this subsection. Any such reimbursement may be made from appropriated or nonappropriated funds.

(2) CHAPTER 138, 10 USC 2341 FF., COOPERATIVE AGREEMENTS WITH NATO ALLIES AND OTHER COUNTRIES

This Chapter has 2 subchapters, I—Acquisition and Cross-Servicing Agreements covering logistic support, supplies, and services for elements of the armed forceds deployed outside the United States, and II – Other

Cooperative Agreements, a listing of specific types of agreements (Sections 2350a through 2350k) including cooperative research and development (2350a), cooperative logistic support agreements (2350d), real property agreements (2350g), foreign contributions (2350i), and relocations of armed forces overseas (2350k).

(3) 10 USC 2358, RESEARCH AND DEVELOPMENT PROJECTS, PROSECUTION BY CONTRACT, COOPERATIVE AGREEMENT OR GRANT

(a) Authority – The Secretary of Defense or the Secretary of a military department may engage in basic research, applied research, advanced research, and development projects that—

(1) are necessary to the responsibilities of such Secretary's department in the field of research and development; and

(2) either—
(A) relate to weapon systems or other military needs; or
(B) are of potential interest to the Department of Defense.

(b) Authorized means—The Secretary of Defense or the Secretary of a military department may perform research and development projects –

(1) by contract, cooperative agreement, or grant, in accordance with chapter 63 of title 31;
(2) through one or more military departments;
(3) by using employees and consultants of the Department of Defense; or
(4) by mutual agreement with the head of any other department or agency of the Federal Government.

(c) Requirement of potential Department of Defense interest—Funds appropriated to the Department of Defense or to a military department may not be used to finance any research project or study unless the project or study is, in the opinion of the Secretary of Defense or the Secretary of that military department, respectively, of potential interest to the Department of Defense or to such military department, respectively.

(d) Additional provisions applicable to cooperative agreements – Additional authorities, conditions, and requirements relating to certain cooperative agreements authorized by this section are provided in sections 2371 and 2371a of this title.

(4) 10 USC SECTION 2371: RESEARCH PROJECTS: TRANSACTIONS OTHER THAN CONTRACTS AND GRANTS (AND COOPERATIVE AGREEMENTS):

This section has additional authority both for cooperative agreements and for transactions (other than contracts, cooperative agreements, and grants):

(a) Additional forms of transactions authorized—The Secretary of Defense and the Secretary of each military department may enter into transactions (other than contracts, cooperative agreements, and grants) under the authority of this subsection in carrying out basic, applied, and advanced research projects. The authority under this subsection is in addition to the authority provided in section 2358 of this title to use contracts, cooperative agreements, and grants in carrying out such projects.

Subsections (d), (e), and (f) provide for cost-shared cooperative agreements and other transactions agreements. The requirement to use this special authority is that "*the use of a standard contract, grant, or cooperative agreement for such project is not feasible or appropriate.*"

(5) 10 USC SECTION 2371a: COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS UNDER STEVENSON-WYDLER TECHNOLOGY INNOVATION ACT OF 1980

The Secretary of Defense, in carrying out research projects through the Defense Advanced Research Projects Agency, and the Secretary of each military department, in carrying out research projects, may

permit the director of any federally funded research and development center to enter into cooperative research and development agreements with any person, any agency, or instrumentality of the United States, any unit of State or local government, and any other entity under the authority granted by section 12 of the Stevenson-Wydler Technology Innovation Act of 1980 (15 USC 3710a). Technology may be transferred to a non-Federal party to such an agreement consistent with the provisions of sections 11 and 12 of such Act (15 USC 3710, 3710a).

(6) 10 USC 2391 MILITARY BASE REUSE STUDIES AND COMMUNITY PLANNING ASSISTANCE

This BRAC program section also provides for the use of cooperative agreements and grants in Subsection (b). Those involved in BRAC base closures may use this authority.

(7) 10 USC 2411 FF, CHAP. 142, PROCUREMENT TECHNICAL ASSISTANCE COOPERATIVE AGREEMENT PROGRAM

This is an assistance program targeted at states, local governments, tribal governments, and private non-profit organizations (Sec. 2411) to provide assistance through the DLA procurement programs (Sec. 2411-2412). Assistance is to be equally divided among DCAS regions (Sec. 2415). Sec. 2413 specifically discusses terms of optional cooperative agreements.

(8) 10 USC 2511 FF, SUBCHAP III, DUAL USE TECHNOLOGIES SUPPORT PROGRAMS

This program at Sec. 2514(c) and 2519 authorizes defense labs to carry out cooperative agreement programs.

(9) 10 USC 2541, CHAP 152, ISSUE OF SUPPLIES, SERVICES AND FACILITIES

This is a miscellaneous collection of assistance programs within DOD.

(10) 10 USC 2572 FF, CHAP 153, EXCHANGE OF MATERIAL

This is another assistance program.

(11) 10 USC 2605, CHAP 155, ACCEPTANCE OF GIFTS AND SERVICES

This is another collection of assistance-type programs.

(12) 10 USC 2661 FF, CHAP 159 – REAL PROPERTY

This chapter contains several authorizations for cooperative agreements, including Sec. 2681 (sharing of test and evaluation installations), Sec. 2684 (cooperative agreements for the management of cultural resources), Sec. 2692 (storage and disposal of nondefense toxic and hazardous materials), and Sec. 2694 (cooperative agreements for conservation and cultural activities.) These authorities are restricted in many cases to military bases only.

(13) 10 USC 2701 FF, CHAP 160, ENVIRONMENTAL RESTORATION

This chapter also authorizes cooperative agreements under Sec. 2701(d) and elsewhere.
Sec. 2702 (c) also authorizes cooperative agreements.

(14) 16 USC 670a CONSERVATION PROGRAMS ON MILITARY RESERVATIONS

16 USC 670a-670b DOD COOPERATIVE PLANS ON MILITARY RESERVATIONS
These are NOT cooperative agreements (670a (c)). They are similar in many regards.

16 USC 670c-1 DOD COOPERATIVE AGREEMENTS ON MILITARY RESERVATIONS

In addition to cooperative plans, DOD is authorized to enter into cooperative agreements for maintenance, research, and improvement of natural resources on military reservations.

c. CIVIL WORKS ASSISTANCE AUTHORITIES UNDER 33 USC

(1) The whole character of the civil works program authorized for the US Army Corps of Engineers in Title 33 USC is an assistance program. And since the 1986 Water Resources Development Act (WRDA), the Congressionally-required cost-sharing sponsorship agreements are cooperative agreements. The following list contains all of the major (non-single-project) authorizations in 33 USC for civil works projects. Some of the listed sections discuss cooperative agreements. Others do not. But all have the same assistance character, which makes them eligible for cooperative agreement treatment.

(a) 33 USC 2311 (e) (harbor projects)
(b) 33 USC 2313 (j) (flood control projects)
(c) 33 USC 2215 (Feasibility studies and planning, engineering, and design (PED))
(d) 33 USC 2233 (scheduling agreements for environmental studies and other reasons)
(e) 33 USC 2240 (grants for emergency response services)
(f) 33 USC 2261 (territorial projects studies)
(g) 33 USC 2262 (technical assistance cost-shared for hydropower studies)
(h) 33 USC 2307 (ice control)
(i) 33 USC 2309a (environmental improvements to projects)
(j) 33 USC 2313-2313b (collaborative research and development by Corps labs)
(k) 33 USC 2314a (technical assistance program)
(l) 33 USC 2317 (wetlands restoration program)
(m) 33 USC 2320 (protection of recreational and commercial uses)
(n) 33 USC 2323 (Technical assistance to private entities)
(o) 33 USC 21323a (Interagency and international support authority)
(p) 33 USC 2324 (Reduced price water supply storage)
(q) 33 USC 2326, 2326a (Beneficial uses of dredge material, and dredge material disposal partnerships)
2326b (Sediment management cooperative agreements)
(r) 33 USC 2328 (Challenge cost-share cooperative agreements)
(s) 33 USC 2329 (International outreach program)
(t) 33 USC 2330 (Aquatic ecosystem restoration)

In addition specific project agreements and studies are authorized (e.g. 33 USC 2266, Canadian tidal power study; 33 USC 2267 NY Bight study) by WRDA 1986 and subsequent laws.

Even the earlier authorities were assistance statutes, although many did not require cost-sharing (but often did require locals to provide real estate):

33 USC 426a, 426b, 426c, 426f	(coastal erosion control assistance)
33 USC 426g	(coastal erosion small projects authority)
33 USC 426h	(national erosion plan authorization; agreements with many)
33 USC 426i	(shore damage prevention & mitigation from Corps projects; cost share; 426i-1 locals may do work for fed reimbursement)
33 USC 426j	(beach sand replenishment; 50% cost share)
33 USC 426m	(collection & removal of drift)
33 USC 426n	(50% cost share for new technical assistance)
33 USC 467 ff.	(dam safety inspection program)
33 USC 547	(old local cooperation recommendations requirements)
33 USC 557b	(sale of publications, charts, etc. to public)
33 USC 558b	(land exchanges)
33 USC 558c	(granting of easements over federal lands)
33 USC 559	(use of rent for federal equipment)
33 USC 560	(private contributions; return of excess)

33 USC 565	(Improvements by others)
33 USC 569c	(volunteer services' acceptance)
33 USC 577	(Sec. 107 small navigation projects)
33 USC 578	(disposal of real estate to port districts)
33 USC 591-598	(condemnation; condemnation for others)
33 USC 603	(new tech. assistance; 50% cost share)
33 USC 603a	(new navigation snag & debris removal)
33 USC 608	(1888 general fishway authorization)
33 USC 609	(hydropower features in projects)
33 USC 610	(control of aquatic growth; 30% cost share)
33 USC 621	(continuing contract authority)
33 USC 701 ff.	(flood control generally)
33 USC 701a-1, b, b-1, b-2	(division of work among Army and Agriculture)
33 USC 701b-11, b-13,c, c-1, c-2, c-3	(lands, easements, etc; land deals with sponsors; sponsors may do project)
33 USC 701f-3	(flood prevention)
33 USC 701g	(snag & debris clearing)
33 USC 701h, h-1	(contributions by others)
33 USC 701i	(evacuation as flood prevention measure)
33 USC 701j	(hydropower features, penstocks authorized)
33 USC 701n	(flood emergencies; flood prevention & restoration)
33 USC 701p	(RR bridge alterations)
33 USC 701q	(Sec. 9 discretionary hwy, RR,. Utility authority)
33 USC 701r, r-1	(public roads, works, nonprofits protection)
33 USC 701s	(small flood control projects)
33 USC 701t	(flood control emergency fund)
33 USC 702a-8	(levee roads)
33 USC 702a-9, 702b, 702c	(local cooperation requirements)
33 USC 702e	(mapping services from other federal agencies)
33 USC 706	(Dept. of Commerce Hydro network; interagency sharing)
33 USC 708	(surplus water sale)
33 USC 709	(flood control authority of Sec. of Army over all dams)
33 USC 709a	(flood control data for other entities)

(Specific site authorities not listed, including Miss. R. Basin authorities.)

Additional and related authorities are also important:

33 USC 2232 (Sec. 204)	Sponsor does work and gets some reimbursement
33 USC 2263	(Fish and wildlife studies are joint activities)
33 USC 2280	(maximum ceiling on costs of project)
33 USC 2282	(cooperative efforts on feasibility reports)
33 USC 2283	(cooperative fish & wildlife mitigation)
33 USC 2286 (Sec. 1146)	In accordance with Power Planning Council Act, civil works projects can accept funds from any entity without dollar limitation.
33 USC 2296	Civil works can accept lands from anybody for public recreation.
33 USC 2305	FHA funds don't count as federal funds.
33 USC 2319	In drawing up reservoir management plans, public hearings and other consultation are required.
33 USC 2321a	Hydro electric facilities can be uprated.
33 USC 2325	Voluntary contributions may be accepted for environmental and recreation projects.

The regulatory jurisdiction of the Corps under civil works has also not been listed. Regulatory jurisdiction is a specialized form of "assistance" usually not involving cooperative agreements other than working

agreements among various regulatory agencies. These working agreements deal primarily with delineating jurisdiction and procedures of common interest, rather than transferring anything to anyone.

The Corps has always restricted its statutory authority by policy guidance, found in documents like the Digest of Water Resources Policies and Authorities, EP 1165-2-1 (latest edition).

In addition, a number of civil works authorizations are found in other titles of USC.

42 USC 1962d-5 (Section 201 projects): SMALL NAVIGATION, FLOOD CONTROL, AND SHORE PROTECTION PROJECTS

42 USC 1962d-5a provides for State reimbursements.
42 USC 1962d-5b provides for written agreements with sponsors.

42 USC 1962d-5d (Rent-a-cop programs)
42 USC 1962d-5e (Wetland programs)
42 USC 1962d-5f (Beach Nourishment)
42 USC 1962d-5g (Hydropower development)
42 USC 1962d-16 (Comprehensive water basin plans; 50% cost-share state assistance authorized)

d. GOVERNMENT-WIDE ENVIRONMENTAL AND OTHER SOCIO-ECONOMIC PROGRAMS

(1) ENVIRONMENTAL AND RELATED ASSISTANCE AND SUPPORT PROGRAMS

Environmental and related programs fall into the assistance area of contractual agreements when Congress directs that federal agencies comply with others' laws, regulations, and fee schedules. The fee becomes the thing of value transferred, and the objective of the statute becomes the public purpose of support or stimulation. Since most of these mandated regulatory programs require constant oversight by the other agency, the relationship also is one of substantial involvement. Thus all of the essential elements of a cooperative agreement under 31 USC 6305 are met, as long as the fee and oversight relationship is supported by some sort of contractual relationship document.

While the federal statutes imposing this type of regulatory assistance programs on federal agencies seldom ever discuss or mandate a written contractual relationship document, the reality is that most state and related regulators require written commitments by the regulated as to how they will comply with the regulatory scheme. Oregon DEQ, the delegate of EPA in Oregon for most EPA programs, typically has its regulated entities sign up to a contractual form that spells out fees paid to Oregon and what the regulated entity will do to comply with the law in exchange for Oregon DEQ agreeing not to prosecute the regulated entity in a criminal proceeding. Washington uses similar agreements usually classified as "permits" as does EPA itself.

But regardless of the names given to the documents, as long as they require (1) payment of a fee, (2) written commitment to performance, and (3) some sort of continuing oversight, the three essentials of a cooperative agreement are given.

(a) WATER QUALITY ASSISTANCE PROGRAMS

The Clean Water Act at 33 USC 1323 (a), federal facilities pollution control, provides in part:

Each department, agency, or instrumentality of the executive, legislative, and judicial branches of the Federal Government (1) having jurisdiction over any property or facility, or (2) engaged in any activity resulting, or which may result, in the discharge or runoff of pollutants, and each officer, agent, or employee thereof in the performance of his official duties, shall be subject to, and comply with, all Federal, State, interstate, and local requirements, administrative authority, and process and sanctions respecting the control and abatement of water pollution in the same manner, and to the same extent as any

nongovernmental entity including the payment of reasonable service charges. The preceding sentence shall apply (A) to any requirement whether substantive or procedural (including any record keeping or reporting requirement, any requirement respecting permits and any other requirement, whatsoever), (B) to the exercise of any Federal, State, or local administrative authority, and (C) to any process and sanction, whether enforced in Federal , State, or local courts or in any other manner.

(b) NATIONAL COASTAL MONITORING, 33 USC 2803

The National Coastal Monitoring statute assigns primary responsibility to other federal agencies, but allows them to extend the federal Memorandum of Understanding "*to include other appropriate Federal agencies.*" (33 USC 2803(d)(6)). In view of the Corps coastal work in inshore areas, the Corps is an "appropriate" other Federal agency, and is in fact involved in some of the work undertaken under this statute under Economy Act agreements with EPA and NOAA. To the extent that non-Federal entities participate in the work, cooperative agreements are appropriate.

(c) COOPERATIVE RECREATION STUDY AUTHORITY – NATIONAL PARK SERVICE, 16 USC 17K, 17 L

16 USC 17k The Secretary of the Interior . . . is authorized and directed to cause the National Park Service to make a comprehensive study of, other than on lands under the jurisdiction of the Department of Agriculture, of the public park, parkway and recreational-area programs of the United States, and of the several States and political jurisdictions thereof, and of the lands throughout the United States which are or maybe chiefly valuable as such areas . . . . The said study shall be such as . . . will provide data helpful in developing a plan for coordinated and adequate public park, parkway, and recreational-area facilities for the people of the United States. . . .[T]he Secretary is authorized and directed, through the National Park Service, to seek and accept the cooperation and assistance of Federal departments or agencies having jurisdiction of lands belonging to the United States, and may cooperate and make agreements with and seek the assistance of other Federal agencies and instrumentalities, and of States and political subdivisions thereof and the agencies and instrumentalities of either of them.

16 USC 17l For the purpose of developing coordinated and adequate public park, parkway, and recreational-area facilities for the people of the United States, the Secretary is authorized to aid the several States and political jurisdictions thereof in planning such areas therein, and in cooperating with one another to accomplish these ends. . . .

(d) PROMOTION OF TOURIST TRAVEL BY DEPT. OF COMMERCE, 16 USC 18 FF.

16 USC 18 The Secretary of commerce shall encourage, promote, and develop travel within the United States . . . .

16 USC 18a. . . . the Secretary is authorized to cooperate with public and private tourist, travel, and other agencies in the display of exhibits, and in the collection, publication, and dissemination of information . . . .

(e) PROMOTION OF MUSEUMS, 16 USC 18 FF.

The Secretary of the Interior through the National Park Service is authorized to promote federal museums, and to exchange and loan collections, as well as purchase items and collections and to accept donations.

(f) NATIONAL PARK FOUNDATION, 16 USC 19e ff.

This statute series authorizes and establishes the National Park Foundation, to assist in the mission of the National Park Service by accepting and administering gifts. This was done to allow acceptance of gifts not otherwise acceptable under normal appropriations, property management, and real estate processes and limitations and to provide relatively unlimited freedom to work with others in promoting national parks.

(g) OUTDOOR RECREATION PROGRAMS, 16 USC 460L ff.

This section is a mix of authorities to various agencies, including the Secretary of Interior, the Corps of Engineers, and other federal entities with outdoor recreation facilities or the potential for such facilities.

16 USC 460L-1 This section provides basic authority to Sec. of Interior, as well as basic assistance authority for cooperative agreements and basic inter-agency coordination authority.

16 USC 460L-5 is the Land and Water Conservation Fund that receives and pays user fee money to all of us various agencies in the outdoor rec business.

16 USC 460L-6a is the first of the user fee statutes. The Corps is included by name.

16 USC 460L-12 provides for outdoor rec and fish and wildlife enhancement at Corps-type projects. 16 USC 460L-15 is the real estate leasing authority that complements assistance agreements with the states and local sponsors under 460L-13 & 14.

(h) 16 USC 469, PUBLIC LAW 86-523 OF JUNE 27, 1960, PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA AT FEDERAL DAM SITES

Section 469b authorizes the Secretary of Interior to enter into cooperative agreements *"with any Federal or State agency, any educational or scientific organization, or any institution, corporation , association, or qualified individual"* in the administration of sections 469 to 469c-1 of Title 16 USC.

Under the Economy Act or under 16 USC 469b(1), the Secretary of Interior and his delegates may bring the Corps of Engineers entity building a dam site into a cooperative agreement for the purposes of these sections.

(i) AMERICAN BATTLEFIELD PROTECTION PROGRAM, 16 USC 469K

The key provision of this statute is Subsection (c):

(1) In general

Using the established national historic preservation program to the extent practicable, the Secretary of the Interior, acting through the American Battlefield protection Program, shall encourage, support, assist, recognize, and work in partnership with citizens, Federal, State, local, and tribal governments, other public entities, educational institutions, and private nonprofit organizations in identifying, researching, evaluating, interpreting, and protecting historic battlefields and associated sites on a National, State, and local level.

(2) Financial assistance

To carry out paragraph (1), the Secretary may use a cooperative agreement, grant, contract, or other generally adopted means of providing financial assistance.

(j) NATIONAL HISTORIC PRESERVATION ACT AMENDMENTS OF 1980, 16 USC 470 FF.

16 US 470-1 (6) states the assistance nature of the program.

16 USC 470a(b) authorizes the Secretary of Interior to enter into cooperative agreements with state historic preservation offices (SHIPO's) in connection with the purposes of the act. The implementing regulations at 36 CFR 800, 800.5 (e)(4), authorize Memorandums of Agreement (MOA's) between SHIPO's and the federal agenices. These MOA's are deemed contracts or Cooperative agreements under 16 USC 470a (b)(6).

16 USC 470a (h) authorizes the Secretary of the Interior in consultation with the Secretaries of Agriculture and Defense, the Smithsonian Institution, and the Administrator of GSA to establish professional standards for the preservation of historical properties under Federal control or ownership.

16 USC 470f requires consultation with the Advisory Council on Historic Preservation of any undertaking by any federal agency that will impact anything listed in the National Register or eligible for listing in the National Register.

16 USC 470h-2 states the requirements for each federal agency to have its own historic preservation program. 16 USC 470h-4 requires agencies to follow professional standards in their preservation activities.

16 USC 470w-3 is the FOIA provision applicable to protecting archeological and historic information.

(k) ARCHEOLOGICAL RESOURCES PROTECTION ACT OF 1979, 16 USC 470aa

16 USC 470ii provides for uniform federal regulations to carry out this statute.
16 USC 470hh provides for the confidentiality of archeological information (a FOIA related matter).

16 USC 470jj provides authority to cooperate with private individuals.

(l) 36 CFR PART 79 CURATION REGULATIONS

Pursuant to these various archeological and historic preservation statutes, the Secretary of Interior has published regulations governing federal curation activities at 36 CFR Part 79. Section 79.6 (a)(3) of these regulations authorizes, among many alternatives, the use of cooperative agreements with curation entities.

(m) FISH AND WILDLIFE COORDINATION ACT, 16 USC 661-666c//
ENDANGERED SPECIES ACT, 16 USC 1531 ff (ESA)//
NATIONAL ENVIRONMENTAL POLICY ACT, 42 USC 4332 (NEPA)

16 USC 662 requires that, before taking any action proposing or authorizing the impounding, diverting, deepening, or otherwise controlling or modifying a body of water, a federal *department or agency first shall consult with the United States Fish and Wildlife Service [USFWS], Department of the Interior, and with the head of the agency exercising administration over the wildlife resources of a particular State, wherein the impoundment, diversion, or other control facility is to be constructed, with a view to the conservation of wildlife resources by preventing lossof and damage to such resources as well as providing for the development and improvement thereof in connection with such water-resource development.* Subsection 662b requires that wildlife agency reports be attached to the proposal documents. Subsection 662e authorizes the transfer of project money from the proposing or authorizing agency to USFWS to pay for their report.

16 USC 664 authorizes the Secretary of Interior to enter into cooperative agreements with others to carry out this statute.

Consequently the result of the operation of this statute requires Economy Act and cooperative agreement contracts: (1) Economy Act agreements between USFWS and other federal agencies; and (2) cooperative agreements between USFWS and third parties. If USFWS uses the agency money to pay for the cooperative agreement work, then often the result is a 3-party cooperative agreement/Economy Act agreement combined: agency, USFWS, and third party.

Two other statutes also bring together the same federal agencies: (1) NEPA, 42 USC 4332 (C), and (2) ESA, 16 USC 1531 ff. Under NEPA (Nat'l. Environmental Policy Act), the agency has to *consult with and obtain the comments of any Federal agency which has jurisdiction by law or special expertise with respect to any environmental impact involved.*

This brings 16 USC 662 into play (since USFWS has jurisdiction by law) and usually also ESA (Endangered Species Act). Under 16 USC 1532 –1533, the applicable Secretaries are Interior, Commerce, and Agriculture. Thus USFWS acts for the Sec. of Interior with regard to species within Interior's purview. 16 USC 1536 requires other federal agencies to consult with USFWS to avoid harming endangered species under USFWS jurisdiction. 16 USC 1535 authorizes cooperative agreements (again) between USFWS and the states.

The practical result is that 3 separate statutes (16 USC 662, 1535-1536, and 42 USC 4332) work together to cause cooperative agreement and Economy Act relationships among federal agencies and state agencies in the area of fish and wildlife protection.

16 USC 1536 (a)(1) . . . All other Federal agencies shall, in consultation with and with the assistance of the Secretary, utilize their authorities in furtherance of the purposes of this chapter by carrying out programs for the conservation of endangered species and threatened species listed pursuant to section 1533 of this title.

15 USC 1531 (c)(2) contains the Congressional policy statement concerning assistance:
It is further declared to be the policy of Congress that Federal agencies shall cooperate with State and local agencies to resolve water resource issues in concert with conservation of endangered species.

When read together, these 3 statutes provide a broad authorization for fish and wildlife activities, as well as multiple statutory bases for cooperative agreements with state fish and wildlife agencies.
42 USC 4331 (a) contains a broad blanket statement of assistance purpose:
". . . it is the continuing policy of the Federal Government, in cooperation with State and local governments and other concerned public and private organizations, to use all practicable means and measures, including financial and technical assistance, in a manner calculated to foster and promote the general welfare . . . ."

(2) 42 USC 1856a RECIPROCAL FIRE-FIGHTING AGREEMENTS

This section is a blanket authority for ANY federal agency to arrange for reciprocal FIRE-FIGHTING support. These agreements are a special class of cooperative agreements.
There are special requirements for this authority, but it is a very broad authority.

(3) 42 USC 4701 FF. INTERGOVERNMENTAL PERSONNEL ACT

(4) 42 USC 5121 FF. DISASTER RELIEF AUTHORITIES, esp. 5146, 5149, 5150

(5) 42 USC 11001 FF. EMERGENCY PLANNING & COMMUNITY RIGHT TO KNOW

(6) 43 USC 666 (McCarran Act): SUBJECTS ALL FEDERAL WATER RIGHTS TO STATE PERMIT PROCESSES

e. OTHER AGENCY COOPERATIVE AGREEMENT PROGRAMS OF INTEREST TO OR RELATED TO THE CORPS CIVIL WORKS MISSION

There are 3 factors that link other agencies' authorities for cooperative agreements to the Corps:

(1) common or similar mission;
(2) geographical proximity; and
(3) the Economy Act.

The third factor provides authority for federal agencies to contract together. The other 2 factors provide the reasons why contracting together is practical and beneficial.

Programs of interest are organized by department (Interior, etc.) and agency (National Park Service, etc.)

AGRICULTURE DEPARTMENT
FOREST SERVICE

16 USC 471ff. General US Forest Service authorities.

16 USC 492 Authorizes USFS to furnish earth, stone, and timber to COE for civil works river & harbor projects.

16 USC 530 Authorizes the USFS to enter into cooperative agreements with state and local governments in the management of the national forests.

16 USC 539f Authorizes the USFS to enter into special fee-waiver agreements with non-profit organizations for the beneficial services to national forests.

16 USC 551a Authorizes the Secretary of Agriculture to enter into cooperative agreements with state and local governments for law enforcement within national forests.

16 USC 553 Authorizes the USFS to aid other federal agencies in their federal missions and to aid states in livestock management, fish and game protection, and forest fire prevention and management.

16 USC 557a Authorizes USFS to enter into contracts prior to receipt of appropriations as long as the contracts are conditioned upon the receipt of appropriations.

16 USC 558a, 558b, 558c Authorizes the use of volunteers; the reimbursement of their incidental expenses; and defines their federal employment status for specified federal benefits.

16 USC 559d Authorizes the USFS to cooperate with all other federal, state, and local law enforcement officials.

16 USC 563 Authorizes the USFS to enter into cooperative agreements with state and private forest owners for fire protection for forest lands in navigable river watersheds.

16 USC 565a-1 Authorizes the USFS to enter into cooperative agreements with just about anyone for most USFS programs needs.

16 USC 567a &567b Authorizes USFS to aid state forests and enter into cooperative agreements.

16 USC 571c Authorizes USFS to enter into long-term leases and to make permanent improvements on such leased lands.

16 USC 572 Authorizes USFS to enter into cooperative agreements with the neighbors of national forests.

16 USC 579a Authorizes the USFS to procure and operate aerial services and facilities.

16 USC 580 & 580a Authorizes the USFS to rent fire control equipment to other entities and to enter into cooperative agreements to sell fire control supplies, equipment, and materials to other entities.

16 USC 580d Authorizes the USFS to permit others to use their facilities for up to 30 years per permit.

16 USC 580m and 580n States a preference for the development of Corps of Engineers civil works reservoirs into productive forestry lands, and authorizes cooperation with Dept. of Agriculture and state conservation agencies.

16 USC 582a-1 Authorizes the UFS to cooperate with states and state schools in forestry research. 16 USC 582-8 authorizes grants for this purpose.

16 USC 583a & 583c Authorize the Dept. of Agriculture and the Dept. of Interior to enter into cooperative agreements with any other forest owner and any other federal entity for sustained-yield forest development.

16 USC 583j-1 ff. Authorizes the US Forest Service Foundation.

16 USC 1600 ff. FOREST & RANGELAND RENEWABLE RESOURCES PLANNING
1643 interagency cooperation authorized

SPECIAL FOREST SERVICE AREAS IN PORTLAND DISTRICT

16 USC 541 ff. Cascade Head Scenic Research Area in Siuslaw Natl. Forest (North of Lincoln City)

16 USC 544 ff. Columbia Gorge National Scenic Area (Columbia River COE projects)

16 USC 2101 ff. Cooperative Forestry Assistance
2105(f) CHALLENGE COST SHARE PROGRAMS

NATURAL RESOURCES CONSERVATION SERVICE (SOIL CONSERVATION SERVICE)

16 USC 590a, 590b, 590c, 590d, and 590e Authorize SCS (NRCS) to enter into cooperative agreements with anyone for soil conservation purposes.
16 USC 590g includes navigable waters and rivers and harbors within purposes of SCS/NCRS program.

16 USC 590q-1 Authorizes SCS/NCRS to sell materials and supplies to other government agencies.

16 USC 1003 ff. WATERSHED IMPROVEMENT: federal agencies to cooperate with each other and with states;
1006 authorizes multiple federal and state agency cooperative agreements

16 USC 1301 ff. WETLANDS PRESERVATION
1309 cooperation with others

16 USC 2001 ff. SOIL & WATER RESOURCES CONSERVATION PROGRAMS
2003 state cooperative agreements

16 USC 3801 ff. ERODABLE LAND & WETLAND CONSERVATION & RESERVE PROGRAM

COMMERCE DEPARTMENT

16 USC 18-18b PROMOTION OF TOURIST TRAVEL

16 USC 1451ff. COASTAL ZONE MANAGEMENT (CZM) ACT:
1456 federal consistency requirements with states

NATIONAL OCEANAGRAPHIC AND ATMOSPHERIC ADMINISTRATION /
NATIONAL MARINE FISHERIES SERVICE

MITCHELL ACT 16 USC 755-757, Columbia River Salmon Mitigation program authorized Including fish hatcheries in Columbia River Basin; authorization to conduct studies and research on conservation and fish issues, to perform all activities necessary to conserve Columbia River Basin fish, and to enter into cooperative agreements with the states to use their facilities and to improve their facilities. 16 USC 757c allows the program to be carried out on the lands of other federal agencies.

16 USC 758 ff expands and grants authority for ocean fisheries as well.

16 USC 773d Cooperation with North Pacific Halibut Commission authorized.

[16 USC 778 ff. –see USFWS]

16 USC 916h Authorizes federal agencies to assist in Whaling Convention work

16 USC 1361 ff. MARINE MAMMAL PROTECTION ACT
1379 & 1382 cooperative agreements authorized

16 USC 1434(d) MARINE SANCTUARIES
Interagency cooperation authorized

16 USC 1801 ff. Fishery Conservation & Management (Oceans); fish councils; etc.

16 USC 3301 ff. SALMON & STEELHEAD CONSERVATION & ENHANCEMENT:
BOTH NMFS & USFWS authorities

16 USC 3631 ff. PACIFIC SALMON FISHING
3634 INTERAGENCY COOPERATION

16 USC 4101 ff. Interjurisdictional Fisheries

ENERGY DEPARTMENT

BONNEVILLE POWER ADMINISTRATION (BPA)

16 USC 832 ff. Bonneville Project Act: authorizes & requires Corps –Bonneville cooperation

16 USC 837 & 838 ff. More BPA authorities on power transmission

16 USC 839 ff PACIFIC NW POWER PLANNING & COORDINATION ACT
creates Power Planning Council to coordinate power & fish planning on Columbia River Basin and to guide BPA, Corps, and BuRec power & fish protection activities

4 SPECIAL STATUTES FURTHER DEFINE/AUTHORIZED COE BPA RELATIONSHIPS:

16 USC 832m(d) Authorizes BPA to procure for Corps (Sec. 508)

16 USC 838f BPA markets Corps and BuRec hydropower.

16 USC 839d-1 (Sec. 2406) BPA can fund Corps hydropower maintenance.

33 USC 2286 (Sec. 1146) BPA (or anyone) can fund fish & wildlife improvements on Corps projects under Northwest Power Planning Act.

FEDERAL ENERGY REGULATORY COMMISSION (FERC)

16 USC 791 ff. FEDERAL POWER ACT: authorizes & requires Corps -FERC cooperation

ENVIRONMENTAL PROTECTION AGENCY (EPA)

33 USC & 42 USC generally for various environmental protection acts:

33 USC 1251 ff.	Water pollution
33 USC 1401 ff.	Ocean dumping
42 USC 4901 ff.	Noise pollution
42 USC 7401 ff	Air pollution
42 USC 9601 ff.	CERCLA (Superfund)

INTERIOR DEPARTMENT

GENERAL

16 USC 17k-17L INTERGOVERNMENTAL COOPERATION ON RECREATION

16 USC 18f Management of Museum properties

16 USC 18g-18j Volunteer Programs

16 USC 1221 ff. ESTUARY PROTECTION: federal agency cooperation with states authorized.

16 USC 1241 ff. NATIONAL TRAILS SYSTEM: federal agency cooperation authorized.

16 USC 1271 ff. WILD & SCENIC RIVERS ACT:
1281 cooperative agreements with states authorized
1282 assistance to others authorized, etc.

1274 component rivers: OREGON & Portland District LIST (most in nation):

(5) Rogue, Ore	(12) Snake, Idaho & Oregon
(54) Illinois, Ore	(55) Owyhee, Ore
(61) White Salmon, Wa	(68) Big Marsh Creek, Ore
(69) Chetco, Ore	(70) Clackamas, Ore
(71) Crescent Creek, Ore	(72) Crooked River, Ore
(73) Deschutes, Ore	(74) Donner und Blitzen, Ore
(75) Eagle Creek, Ore	(76) Elk, Ore
(77) Grande Rhonde, Ore	(78) Imnaha, Ore
(79) John Day, Ore	(80) Joseph Creek, Ore
(81) Little Deschutes, Ore	(82) Lostine, Ore
(83) Malheur, Ore	(84) McKenzie, Ore
(85) Metolius, Ore	(86) Minam, Ore
(87) N.Fork, Crooked, Ore	(88) N Fork, John Day, Ore
(89) N Fork, Malheur, Ore	(90) N Fork of Middle Fork, Willamette, Ore
(91) N Fork, Owyhee, Ore	(92) N Fork, Smith, Ore

(93) N Fork, Sprague, Ore
(94) North Powder, Ore
(95) North Umpqua, Ore
(96) Powder, Ore
(97) Quartzville Creek, Ore
(98) Roaring River, Ore
(99) Salmon River, Ore
(100) Sandy River, Ore
(101) S Fork, John Day, Ore
(102) Squaw Creek, Ore (3 Sisters area)
(103) Sycan, Ore
(104) Upper Rogue, Ore
(105) Wenaha, Ore
(106) West Little Owyhee, Ore
(107) White, Ore;
Smith River, Cal;
N. fork, Smith River, Cal. (Oregon-California state line area)

1276 Potential additions to Wild & Scenic Rivers list (also regulated):

(9) Illinois, Ore
(46) S Fork, Owyhee, Ore
(57) Snake River, Ore, Wash. & Id.
(90) North Umpqua, Ore
(94) Klickitat, Wa (Yakama Indian Nation coordination required)
(95) White Salmon, Wa
(100) Blue River, Ore
(101) Chewaucan, Ore
(102) N Fork, Malheur, Ore
(103) S Fork, McKenzie, Ore
(104) Steamboat Creek, Ore
(105) Wallowa, Ore

1276(d) (2) special regulation: UPPER KLAMATH from John Boyle Dam to Ore-Cal. border

THERE ISN'T AN UNREGULATED RIVER IN OREGON ! This list does NOT include State of Oregon's own additional list of state wild and scenic river segments. Nor does it include other classes of regulation (National Scenic Area on Columbia; Hells Canyon on Snake; various coastal protected areas; various Fish & Wildlife Refuge areas on various rivers; tribal reservation waters; state Willamette Greenway; etc.)

16 USC 1501 RURAL ENVIRONMENTAL CONSERVATION
1508 cooperative arrangements & coordination with other agencies

16 USC 4601 ff. Take pride in America
4604 Volunteers
4605 Cooperative Agreements

42 USC 1962-19 DOI AUTHORITY FOR COOPERATIVE AGREEMENTS WITH STATE & LOCAL GOVERNMENTS ON WATER RESOURCES

43 USC 1331 ff. OUTER CONTINENTAL SHELF LANDS ACT

BUREAU OF INDIAN AFFAIRS (BIA)

25 USC 450e (b) SELF DETERMINATION ACT PROVISIONS on training, employment, and subcontracting; applicable to all Native American programs

25 usc 3001 ff. NATIVE AMERICAN GRAVES PROTECTION & REPATRIATION ACT (NAGPRA)

PRESIDENT CLINTON EXECUTIVE MEMORANDA OF APRIL 29, 1994, 59 Federal Register 22951: Mandated Sovereign to Sovereign communications for all federal agencies; encouraged cooperative agreements with tribes by federal agencies.

BUREAU OF LAND MANAGEMENT (BLM)

16 USC 1336 authorizes cooperative agreements on wild horses & burros

43 USC 1 ff. BLM generally

BUREAU OF RECLAMATION (BOR)

16 USC 590y, 590z, 590z-1, 590z-4 Authorize BOR to coordinate with the Corps of Engineers and to enter into cooperative agreements with any entity deemed appropriate.

16 USC 590z-7 Authorizes BOR to sell water to others (basic water supply statute).

16 USC 835 ff. COLUMBIA BASIN PROJECT
835i is authority for state fish hatchery cooperative agreements **(Ringold hatchery)**

43 USC 371 ff. BOR generally

CORPS –BOR RELATIONSHIPS:

43 USC 390, 390b, 390c, 390d, 390LL

OREGON BOR PROJECTS:

Klamath (Project)	43 USC 601 ff	Tualatin	43 USC 616nn
Crooked River	43 USC 615 ff	Merlin Div, Rogue R	43 USC 616mmmm
Dalles	43 USC 615v	Touchet Div, Walla Walla R	43 USC 616tttt
McKay Dam, Umatilla	43 USC 616ww		

GEOLOGIC SURVEY

43 USC 31 ff. (general authorities)

NATIONAL PARK SERVICE

16 USC 8a-8d National Park Approach Roads authorities; cooperative agreements

16 USC 16 National Park Service warehouses (service other agencies)

16 USC 19e-19n National Park Foundation

NATIONAL PARKS, MONUMENTS, ETC. NEAR PORTLAND DISTRICT PROJECTS:
(This is only partial list of what's in Oregon; different agencies operate these)

1. Crater Lake National Park, 16 USC 121 (NPS)
2. Coos County, Oregon 16 USC 405
3. Klamath R. Conservation Area 16 USC 460ss-3
4. Fort Vancouver Natl. Mon. 16 USC 450ff (NPS)
5. Fort Clatsop Natl. Mon. 16 USC 450mm (NPS)

6. Oregon Dunes Natl.Rec.Area 16 USC 460z
7. Ore. Cascades Rec. Area 16 USC 460oo (USFS)
8. Columbia Gorge Natl.Scenic Area 16 USC 544 (US FS)
9. Hells Canyon Natl. Rec. Area 16 USC 460gg (Ore-Id. Border)
10. Mt. St. Helens Volcanic Mon. 16 USC 531 note; PL 97-243, Aug. 26, 1982, 96 Stat.301
11. John Day Fossil Beds Natl. Mon. 16 USC 531 note; PL 92-486, title I,Sec. 101(a)(2), Oct 26, 1974, 88 Stat. 1461
12. Newberry Natl Mon. 16 USC 531 note; PL 101-522, Nov. 5, 1990, 104 Stat. 2288

US FISH & WILDLIFE SERVICE

16 USC 661 Authorizes USFWS to enter into cooperative agreements with anyone for wildlife protection.

[16 USC 662 Fish & Wildlife Coordination Act – see above.]

16 USC 663, 664, 667b Provide additional authorities for cooperative agreements and land exchanges for fish and wildlife conservation among federal and non-federal entities.

16 USC 3501 ff. COASTAL BARRIERS
3504 federal limitations

16 USC 3701 ff. NATIONAL FISH & WILDLIFE FOUNDATION

NATIONAL WILDLIFE REFUGE SYSTEM: 16 USC 668dd ff.

16 USC 669 Authorizes cooperative agreements between USFWS and state agencies for wildlife restoration projects.

16 USC 670g-670o Authorizes Interior & Agriculture & Energy Dept (former AEC) & NASA to enter into agreements with each other and cooperative agreements with state and local officials for conservation, hunting, fishing, etc. on their lands.

GAME & BIRD PRESERVES: 16 USC 671ff. Authorizes game preserves and cooperative agreements with States.

16 USC 695 ff. California authorities, including Central Valley Project; Corps civil works program is designated participant.

MIGRATORY WATERFOWL; INTERNATIONAL TREATIES

16 USC 701 ff. provides for International Treaties compliance and compliance on other migratory bird provisions.

US FISH & WILDLIFE SERVICE: ORGANIC STATUTE: 16 USC 741 ff.

DINGELL JOHNSON SPORTS FISH RESTORATION ACT: 16 USC 777 FF: authorizes USFWS to enter into cooperative agreements with States for fish conservation; funds State hatcheries.

16 USC 778 ff. Authorizes both Interior & Commerce to conduct fisheries' research & to operate fish facilities; authorizes agreements with Dept. of Agriculture.

LABOR DEPARTMENT

16 USC 1701 ff. YOUTH CONSERVATION CORPS
1703(c) contract authority with others

TRANSPORTATION DEPARTMENT

US COAST GUARD (USCG)
33 USC and 46 USC

APPENDIX L

BUREAU OF RECLAMATION AND BONNEVILLE POWER ADMINISTRATION INTERAGENCY AGREEMENTS (2008-2013 AND 2014-2018)

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION INTERAGENCY AGREEMENT (IA)

1A. AGREEMENT NUMBER	1B. MOD NUMBER	2. REQUISITION NUMBER	3. COST AUTHORITY
R13-PG-10-400	004	40201859	See Block 12

4. RECLAMATION ADMINSTRATIVE POC: Michele McGinnis, PN-3709 Contract Specialist Bureau of Reclamation Pacific Northwest Region Phone: 208-378-5038 1150 N. Curtis Road, Suite 100 mmcginnis@usbr.gov Boise, ID 83706-1234	5. BONNEVILLE POWER ADMINISTRATION (BPA) CONTRACTING POC: Peggy Simpson Bonneville Power Administration Federal Hydro Projects Street Address: P.O. Box 3621 905 NE 11th AVE Portland, OR 97208-3621 Portland, OR 97232-4169
6. RECLAMATION INTERAGENCY AGREEMENT TECHNICAL REPRESENTATIVE (IATR): Sean Hess, PN-3914 Archeologist, Address in Block 4 shess@usbr.gov Phone: 208-378-5316 Fax:208-378-5305	7. BPA TECHNICAL REPRESENTATIVE: Kristen Martine FCRPS Cultural Resources Program Manager KEC-4 P.O. Box 3621 Portland, OR 97208 kdmartine@bpa.gov Phone 503-230-3607 Fax 503-230-5699
8. RECLAMATION FINANCIAL POC Mr. Chris Christopherson, GCP-7320 (509-633-9579) Grand Coulee Power Office Hwy 155, Warehouse B, Door 6 (PO Box 620) Grand Coulee, WA 99133 cchristopherson@usbr.gov	9. SERVICING AGENCY FINANCIAL POC Peggy Simpson, Budget Analyst, FBBS-4 Address: Address in Block 5 Email: : psimpson@bpa.gov Phone: 503-230-3944 FAX: 503-230-5699
10. STATUTORY AUTHORITY X Economy Act, 31 U.S.C. 1535 ☐ Other: (Provide Specific Citation(s)	11A. INITIAL EFFECTIVE DATE: 9/20/2013 11B. MODIFICATION EFFECTIVE DATE: See Block 16a 11C. COMPLETION DATE: 9/19/2018

12. FUNDING INFORMATION

BPA will submit a monthly expenditure report to Reclamation's Interagency Acquisition Technical Representative (IATR) in Block 6 and one copy to Reclamation's Administrative POC listed in Block 4. Expenditure reports should be submitted within 7 days after the end of each month. After approval BPA can submit the IPAC as according the final schedule in paragraph 7. Billing and Payment

See Attachment A - for Budget and funding codes

13. ACCOUNTING AND APPROPRIATION DATA

NAICS: 221121 Electric Bulk Power Transmission and Control
FPDS PSC: B503 Study/Archeological-Paleontological

Servicing Agency	Reclamation	BPA
Cost Center		
Object Code	253H	
Agency Location Code (ALC)	14-06-0905	89-00-11401
Business Event Type Code	DISB	COLL
DUNS / BPN #	07-298-3620	04-300-3334
EIN	84-040-6948	93-033-4712
Funding Agency Code (FIPS)	1425	
Funding Office Code		
Treasury Account Symbol	14X0680	

Total Estimated Amount	$ 12,059,026.27
This Obligation	$ 602,895.58
Previous Obligation	$ 4,549,679.41
Total Obligation	$ 5,152,574.99

14. PROJECT TITLE: **Historic Properties Management at Lake Roosevelt and Hungry Horse Reservoir.**
Modification No. 004 will add additional FY15 funding for the Cultural Resources at Grand Coulee as shown in Attachment A-Budget Sheet. All other terms and conditions remain the same for this IA.

15a. BPA (SERVICING AGENCY) Acceptance of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above named Agency		16a. RECLAMATION (REQUESTING AGENCY) Award of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation	
Michael E. Alder	4/20/15	Becky T	4-28-2015
SIGNATURE	DATE	SIGNATURE	DATE
15b. NAME AND TITLE OF SERVICING AGENCY SIGNATORY Michael E. Alder O& M Program Manager Bonneville Power Administration		16b. NAME OF CONTRACTING OFFICER/REQUESTING AGENCY Becky Thomson Contracting Officer Pacific Northwest Region, Bureau of Reclamation	

Attachment A – Budget Sheet

Historic Properties Management
IA No. R13-PG-10-400 Modification No. 004
(Requisition No.40201859)

FBMS Line	Sub line	Cost Center	Fund	WBS	Fund Amount
M04					
00010	01	RR01240200	XXXR0680U4	RP.52225010.5470000	$ 554,989.50
	02	RR01240200	15XR0680A4	RX.52226901.1000007	$ 47,906.08
				M04 Total Funds	$ 602,895.58

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION INTERAGENCY AGREEMENT (IA)

1A. AGREEMENT NUMBER	1B. MOD NUMBER	2. REQUISITION NUMBER	3. COST AUTHORITY
R13-PG-10-400	003	40201829	See Block 12

4. RECLAMATION ADMINSTRATIVE POC:
Michele McGinnis, PN-3709
Contract Specialist
Bureau of Reclamation
Pacific Northwest Region — Phone: 208-378-5038
1150 N. Curtis Road, Suite 100 — mmcginnis@usbr.gov
Boise, ID 83706-1234

5. BONNEVILLE POWER ADMINISTRATION (BPA) CONTRACTING POC:
Peggy Simpson
Bonneville Power Administration
Federal Hydro Projects — Street Address:
P.O. Box 3621 — 905 NE 11th AVE
Portland, OR 97208-3621 — Portland, OR 97232-4169

6. RECLAMATION INTERAGENCY AGREEMENT TECHNICAL REPRESENTATIVE (IATR):
Sean Hess, PN-3914
Archeologist,
Address in Block 4 — shess@usbr.gov
Phone: 208-378-5316 — Fax:208-378-5305

7. BPA TECHNICAL REPRESENTATIVE:
Kristen Martine
FCRPS Cultural Resources Program Manager
KEC-4
P.O. Box 3621
Portland, OR 97208 — kdmartine@bpa.gov
Phone 503-230-3607 — Fax 503-230-5699

8. RECLAMATION FINANCIAL POC
Mr. Chris Christopherson, GCP-7320 (509-633-9579)
Grand Coulee Power Office
Hwy 155, Warehouse B, Door 6 (PO Box 620)
Grand Coulee, WA 99133 — cchristopherson@usbr.gov

9. SERVICING AGENCY FINANCIAL POC
Peggy Simpson, Budget Analyst, FBBS-4
Address: Address in Block 5
Email: : psimpson@bpa.gov
Phone: 503-230-3944 FAX: 503-230-5699

10. STATUTORY AUTHORITY
X Economy Act, 31 U.S.C. 1535
☐ Other: (Provide Specific Citation(s)

11A. INITIAL EFFECTIVE DATE: 9/20/2013
11B. MODIFICATION EFFECTIVE DATE: See Block 16a
11C. COMPLETION DATE: 9/19/2018

12. FUNDING INFORMATION
BPA will submit a monthly expenditure report to Reclamation's Interagency Acquisition Technical Representative (IATR) in Block 6 and one copy to Reclamation's Administrative POC listed in Block 4. Expenditure reports should be submitted within 7 days after the end of each month. After approval BPA can submit the IPAC as according the final schedule in paragraph 7. Billing and Payment

See Attachment A - for Budget and funding codes

13. ACCOUNTING AND APPROPRIATION DATA
NAICS: 221121 Electric Bulk Power Transmission and Control
FPDS PSC: B503 Study/Archeological-Paleontological

Servicing Agency	Reclamation	BPA
Cost Center		
Object Code	253H	
Agency Location Code (ALC)	14-06-0905	89-00-11401
Business Event Type Code	DISB	COLL
DUNS / BPN #	07-298-3620	04-300-3334
EIN	84-040-6948	93-033-4712
Funding Agency Code (FIPS)	1425	
Funding Office Code		
Treasury Account Symbol	14X0680	

Total Estimated Amount	$ 12,059,026.27
This Obligation	$ <-57,395.17>
Previous Obligation	$ 4,607,074.58
Total Obligation	$ 4,549,679.41

14. PROJECT TITLE: Historic Properties Management at Lake Roosevelt and Hungry Horse Reservoir.
Modification No. 003 will remove funding for the Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir as shown in Attachment A. This pertains only to the work at Hungry Horse. All other terms and conditions remain the same for this IA.

15a. BPA (SERVICING AGENCY) Acceptance of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above named Agency

Michael E. Alder — 4/20/15
SIGNATURE — DATE

15b. NAME AND TITLE OF SERVICING AGENCY SIGNATORY
Michael E. Alder
O& M Program Manager
Bonneville Power Administration

16a. RECLAMATION (REQUESTING AGENCY) Award of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation

Becky T — 4-28-2015
SIGNATURE — DATE

16b. NAME OF CONTRACTING OFFICER/REQUESTING AGENCY
Becky Thomson
Contracting Officer
Pacific Northwest Region, Bureau of Reclamation

Attachment A – Budget Sheet

Historic Properties Management
IA No. R13-PG-10-400 Modification No. 003
(Requisition No.40201829)

FBMS Line	Sub line	Cost Center	Fund	WBS	Total Amount Funded	Total Funding De-Obligated
FBMS	Base				$2,268,250.02	
M01		Administrative			0.00	
M02						
00010	01	RR01240200	XXXR0680U4	RP.52225010.5470000	1,676,755.87	
	02	RR01240200	14XR0680A4	RX.52226901.1000007	143,825.96	
00020	01	RR01240200	XXXR0680U4	RP.52225010.547MU53	105,673.17	
	02	RR01240200	14XR0680A4	RX.52226901.100MU53	9,064.26	
00030	01	RR01240200	XXXR0680U4	RP.04475201.5350700	282,453.71	<-40,176.61>
	02	RR01240200	14XR0680A4	RX.04476901.0010005	88,771.17	<-12,626.94>
	03	RR01240200	14XR0680A4	RX.04476903.1000005	16,140.21	< - 2,298.81>
	04	RR01240200	14XR0680A4	RX.04476904.1000005	16,140.21	< - 2,295.81>
				M02 Total Funds	$4,607,074.58	
M03	Deobligates funds on line 00030 as shown above				Total Funds Deobligated	<-$ 57,395.17>
				M03 Total Balance of Funds	$ 4,549,679.41	

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION INTERAGENCY AGREEMENT (IA)

1A. AGREEMENT NUMBER	1B. MOD NUMBER	2. REQUISITION NUMBER	3. COST AUTHORITY
R13-PG-10-400	002	40176832	See Block 12

4. RECLAMATION ADMINSTRATIVE POC:
Michele McGinnis, PN3709
Bureau of Reclamation
Pacific Northwest Region — Phone: 208-378-5038
1150 N. Curtis Road, Suite 100 — mmcginnis@usbr.gov
Boise, ID 83706-1234

5. BONNEVILLE POWER ADMINISTRATION (BPA) CONTRACTING POC:
Peggy Simpson
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Street Address:
905 NE 11th AVE
Portland, OR 97232-4169

6. RECLAMATION INTERAGENCY AGREEMENT TECHNICAL REPRESENTATIVE (IATR):
Sean Hess, PN-3914
Archeologist,
Address in Block 4 — shess@usbr.gov
Phone: 208-378-5316 — Fax:208-378-5305

7. BPA TECHNICAL REPRESENTATIVE:
Kristen Martine
FCRPS Cultural Resources Program Manager
KEC-4
P.O. Box 3621
Portland, OR 97208 — kdmartine@bpa.gov
Phone 503-230-3607 — Fax 503-230-5699

8. RECLAMATION FINANCIAL POC
Mr. Chris Christopherson, GCP-7320 (509-633-9579)
Grand Coulee Power Office
Hwy 155, Warehouse B, Door 6 (PO Box 620)
Grand Coulee, WA 99133 cchristopherson@usbr.gov

9. SERVICING AGENCY FINANCIAL POC
Peggy Simpson, Budget Analyst, FBBS-4
Address: Address in Block 5
Email: : psimpson@bpa.gov
Phone: 503-230-3944 FAX: 503-230-5699

10. STATUTORY AUTHORITY
X Economy Act, 31 U.S.C. 1535
☐ Other: (Provide Specific Citation(s)

11A. INITIAL EFFECTIVE DATE: 9/20/2013
11B. MODIFICATION EFFECTIVE DATE: See Block 16a
11C. COMPLETION DATE: 9/19/2018

12. FUNDING INFORMATION
BPA will submit a monthly expenditure report to Reclamation's Interagency Acquisition Technical Representative (IATR) in Block 6 and one copy to Reclamation's Administrative POC listed in Block 4. Expenditure reports should be submitted within 7 days after the end of each month. After approval BPA can submit the IPAC as according the final schedule in paragraph 7. Billing and Payment

See Attachment A - for Budget and funding codes

Total Estimated Amount	$ 12,059,026.27
This Obligation	$ 2,338,824.56
Previous Obligation	$ 2,268,250.02
Total Obligation	$ 4,607,074.58

13. ACCOUNTING AND APPROPRIATION DATA
NAICS: 221121 Electric Bulk Power Transmission and Control
FPDS PSC: B503 Study/Archeological-Paleontological

Servicing Agency	Reclamation	BPA
Cost Center		
Object Code	253H	
Agency Location Code (ALC)	14-06-0905	89-00-11401
Business Event Type Code	DISB	COLL
DUNS / BPN #	07-298-3620	04-300-3334
EIN	84-040-6948	93-033-4712
Funding Agency Code (FIPS)	1425	
Funding Office Code		
Treasury Account Symbol	14X0680	

14. PROJECT TITLE: Historic Properties Management at Lake Roosevelt and Hungry Horse Reservoir.
Modification No. 002 will add FY15 funding for the Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir. All other terms and conditions remain the same for this IA.

15a. BPA (SERVICING AGENCY) Acceptance of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above named Agency

Michael E. Alder — 8/28/14
SIGNATURE — DATE

15b. NAME AND TITLE OF SERVICING AGENCY SIGNATORY
Michael E. Alder
O& M Program Manager
Bonneville Power Administration

16a. RECLAMATION (REQUESTING AGENCY) Award of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation

Becky T — 9.5.2014
SIGNATURE — DATE

16b. NAME OF CONTRACTING OFFICER/REQUESTING AGENCY
Becky Thomson
Contracting Officer
Pacific Northwest Region, Bureau of Reclamation

Attachment A – Budget Sheet

Historic Properties Management IA No. R13-PG-10-400 Modification No. 002
(Requisition No. 40176832)

Line	Cost Center	Fund	WBS	Amount	Total Funding
10	RR01240200	XXXR0680U4	RP.52225010.5470000	$ 1,676,755.87	
	RR01240200	14XR0680A4	RX.52226901.1000007	$ 143,825.96	$1,820,581.83
20	RR01240200	XXXR0680U4	RP.52225010.547MU53	$ 105,673.17	
	RR01240200	14XR0680A4	RX.52226901.100MU53	$ 9,064.26	$ 114,737.43
030	RR01240200	XXXR0680U4	RP.04475201.5350700	$ 282,453.71	
	RR01240200	14XR0680A4	RX.04476901.0010005	$ 88,771.17	
	RR01240200	14XR0680A4	RX.04476903.1000005	$ 16,140.21	
	RR01240200	14XR0680A4	RX.04476904.1000005	$ 16,140.21	$ 403,505.30
				Total Funds	$ 2,338,824.56

Form 7-2270
Bureau of Reclamation, 06-2012

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION INTERAGENCY AGREEMENT (IA)

1A. AGREEMENT NUMBER	1B. MOD NUMBER	2. REQUISITION NUMBER	3. COST AUTHORITY
R13-PG-10-400	001		See Block 12

4. RECLAMATION ADMINSTRATIVE POC:
Michele McGinnis, PN3709
Bureau of Reclamation
Pacific Northwest Region — Phone: 208-378-5038
1150 N. Curtis Road, Suite 100 — mmcginnis@usbr.gov
Boise, ID 83706-1234

5. BONNEVILLE POWER ADMINISTRATION (BPA) CONTRACTING POC:
Peggy Simpson
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Street Address:
905 NE 11th AVE
Portland, OR 97232-4169

6. RECLAMATION INTERAGENCY AGREEMENT TECHNICAL REPRESENTATIVE (IATR):
Sean Hess, PN-3914
Archeologist,
Address in Block 4 — shess@usbr.gov
Phone: 208-378-5316 — Fax:208-378-5305

7. BPA TECHNICAL REPRESENTATIVE:
Kristen Martine
FCRPS Cultural Resources Program Manager
KEC-4
P.O. Box 3621
Portland, OR 97208 — kdmartine@bpa.gov
Phone 503-230-3607 — Fax 503-230-5699

8. RECLAMATION FINANCIAL POC
Mr. Chris Christopherson, GCP-7320 (509-633-9579)
Grand Coulee Power Office
Hwy 155, Warehouse B, Door 6 (PO Box 620)
Grand Coulee, WA 99133 cchristopherson@usbr.gov

9. SERVICING AGENCY FINANCIAL POC
Peggy Simpson, Budget Analyst, FBBS-4
Address: Address in Block 5
Email: : psimpson@bpa.gov
Phone: 503-230-3944 FAX: 503-230-5699

10. STATUTORY AUTHORITY
X Economy Act, 31 U.S.C. 1535
☐ Other: (Provide Specific Citation(s)

11A. INITIAL EFFECTIVE DATE: 9/20/2013
11B. MODIFICATION EFFECTIVE DATE: See Block 16a
11C. COMPLETION DATE: 9/19/2018

12. FUNDING INFORMATION
NAICS: 221121 Electric Bulk Power Transmission and Control
FPDS PSC: B503 Study/Archeological-Paleontological

Total Estimated Amount	$ 12,059,026.27
This Obligation	$ 2,268,250.02
Previous Obligation	$ 0.00
Total Obligation	$ 2,268,250.02

13. ACCOUNTING AND APPROPRIATION DATA

Servicing Agency	Reclamation	BPA
Cost Center		
Object Code	253H	
Agency Location Code (ALC)	14-06-0905	89-00-11401
Business Event Type Code	DISB	COLL
DUNS / BPN #	07-298-3620	04-300-3334
EIN	84-040-6948	93-033-4712
Funding Agency Code (FIPS)	1425	
Funding Office Code		
Treasury Account Symbol	14X0680	

14. PROJECT TITLE: **Historic Properties Management at Lake Roosevelt and Hungry Horse Reservoir.**
Modification No. 001 will: (1) update information in Block 5 & 7, (2) Revise sections of the original IA that was signed and approved on 9/20/2013 and (3) All changes have been noted by a "RED Left side bar" and a notation in the "Footer" column. Due to the revisions the pages have been altered and a replacement document is attached for your files.

15a. BPA (SERVICING AGENCY) Acceptance of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above named Agency

16a. RECLAMATION (REQUESTING AGENCY) Award of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation

SIGNATURE	DATE	SIGNATURE	DATE
Michael E. Alder	4/18/14	Becky T	4-21-14

15b. NAME AND TITLE OF SERVICING AGENCY SIGNATORY
Michael E. Alder
O& M Program Manager
Bonneville Power Administration

16b. NAME OF CONTRACTING OFFICER/REQUESTING AGENCY
Becky Thomson
Contracting Officer
Pacific Northwest Region, Bureau of Reclamation

Form 7-2270
Bureau of Reclamation, 06-2012

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
INTERAGENCY AGREEMENT

1A. AGREEMENT NUMBER	1B. MOD NUMBER	2. REQUISITION NUMBER	3. COST AUTHORITY
R13-PG-10-400		141G100080	See Block 12

4. RECLAMATION ADMINSTRATIVE POC: Michele McGinnis, PN3709 Bureau of Reclamation Pacific Northwest Region Phone: 208-378-5038 1150 N. Curtis Road, Suite 100 mmcginnis@usbr.gov Boise, ID 83706-1234	5. BONNEVILLE POWER ADMINISTRATION (BPA) CONTRACTING POC: Peggy Simpson Bonneville Power Administration Federal Hydro Projects Street Address: P.O. Box 3621 905 NE 11th Street Portland, OR 97208-3621 Portland, OR 97232-4169
6. RECLAMATION INTERAGENCY AGREEMENT TECHNICAL REPRESENTATIVE (IATR): Sean Hess, PN-3914 Archeologist, Address in Block 4 shess@usbr.gov Phone: 208-378-5316 Fax:208-378-5305	7. BPA TECHNICAL REPRESENTATIVE: Kristen Martine, Program Manager KEC-4 P.O. Box 3621 Portland, OR 97208 kdmartine@bpa.gov Phone 503-230-3607 Fax 503-230-5699
8. RECLAMATION FINANCIAL POC Mr. Chris Christopherson, GCP-7320 (509-633-9579) Grand Coulee Power Office Hwy 155, Warehouse B, Door 6 (PO Box 620) Grand Coulee, WA 99133 cchristopherson@usbr.gov	9. SERVICING AGENCY FINANCIAL POC Peggy Simpson, Budget Analyst, FBBS-4 Address: Address in Block 5 Email: : psimpson@bpa.gov Phone: 503-230-3944 FAX: 503-230-5699
10. STATUTORY AUTHORITY X Economy Act, 31 U.S.C. 1535 ☐ Other: (Provide Specific Citation(s)	11A. INITIAL EFFECTIVE DATE: **SEE BLOCK 16.A** 11B. MODIFICATION EFFECTIVE DATE: NA 11C. COMPLETION DATE: 5 YEARS FROM SIGNATURE IN BLOCK 16.A.
12. FUNDING INFORMATION **NAICS**: 221121 Electric Bulk Power Transmission and Control **FPDS PSC:** B503 Study/Archeological-Paleontological For cost authorities and total funding See Attachment C – Budget Sheet.	13. ACCOUNTING AND APPROPRIATION DATA

Servicing Agency	Reclamation	BPA
Cost Center		
Object Code	253H	
Agency Location Code	14-06-0905	89-00-11401
Business Event Type Code	DISB	COLL
DUNS / BPN #	07-298-3620	04-300-3334
EIN	84-040-6948	93-033-4712
Funding Agency Code (FIPS)	1425	
Funding Office Code	See Att-C	
Treasury Account Symbol	14X0680	

Total Estimated Amount	$ 12,059,026.27
This Obligation	$ 2,268,250.02
Previous Obligation	$ 0.00
Total Obligation	$ 2,268,250.02

14. PROJECT TITLE: **Historic Properties Management at Lake Roosevelt and Hungry Horse Reservoir**.

15a. BPA (SERVICING AGENCY) Acceptance of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above named Agency	16a. RECLAMATION (REQUESTING AGENCY) Award of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation
Michael E. Alder 9/13/13 SIGNATURE DATE	Becky T 9.20.2013 SIGNATURE DATE
15b. NAME AND TITLE OF SERVICING AGENCY SIGNATORY Michael E. Alder O& M Program Manager Bonneville Power Administration	16b. NAME OF CONTRACTING OFFICER/REQUESTING AGENCY Becky Thomson Contracting Officer Pacific Northwest Region Bureau of Reclamation

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Attachment A - Hungry Horse 5-year Plan (2013-2018)
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Attachment C - Budget Sheet

Interagency Acquisition #R13-PG-10-400
Between
U.S Department of the Interior, Bureau of Reclamation
And
Bonneville Power Administration (BPA)
For
Historic Properties Management at Lake Roosevelt and Hungry Horse Reservoir

1. AUTHORITY

This Interagency Acquisition (IA) is entered into between the Department of the Interior, Bureau of Reclamation, hereinafter referred to as "Reclamation," and Bonneville Power Administration, hereinafter referred to as "BPA" pursuant to the Statutory Authority:

☒ Economy Act, 31 U.S.C. 1535

☐ Other: [Provide Specific Citation(s)]

This IA is entered into under the authority of the Economy Act, 31 U.S.C. § 1535. BPA is an entity under the Department of Energy. BPA's purchasing instructions outline the procedures in which acquisitions are to be conducted and is not governed by the FAR. There are five major principles used in the Instruction, which are all designed to assist in the determination of the relation of the quality of the goods or services offered and the overall costs are for the function intended. BPA relies on professional expertise and the discretion of the Contracting Officer to select the best qualified contractors in a fair and objective manner and to help further the Government's socio-economic goals.

2. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in Block 16a of Form 7-2270, United States, Department of the Interior, Bureau of Reclamation Interagency Acquisition. The Agreement shall remain in effect until the date shown in Block 11C of Form 7-2270. The period of performance for this Agreement may only be modified through written modification of the IA by a Reclamation Contracting Officer (CO).

The total estimated amount of Reclamation funding for this IA is $12,059,026.27, of which the initial amount of federal funds available is limited to $2,268,250.02 as indicated by Block 12 of Form 7-2270. Subject to the availability of Congressional appropriations and as necessary, subsequent funds will be made available for payment through written modifications to this IA by a Reclamation CO. No legal liability on the part of Reclamation for any payment may arise until funds are made available, through written modification of the IA by a Reclamation CO. Unless specified, all schedules are based on calendar days, not work days.

3. DESCRIPTION OF PRODUCTS OR SERVICES AND MILESTONES

Background

By direction of Congress, BPA is the power marketing agency for the available electrical power (beyond our own facility needs) generated by the Pacific Northwest Region's (Region's) powerplants. This includes 100% of the power generated at the Hungry Horse Powerplant and 95% to 100% of the power generated at Grand Coulee Dam. Pursuant to the terms of the agreement entitled the "Direct Funding of Power Operations and Maintenance costs at Reclamation Projects" (Bonneville Document No. 96MS-95129; Reclamation Document No. 1425-6-AA-10-01150), hereinafter called the "Direct Funding Agreement" (DFA), BPA funds the Region's power-related operations and maintenance (O&M)

expenses, and some power-related capital investment costs. As a result, both our annual budget request and our Congressional appropriations are reduced accordingly.

Reclamation and BPA are committed to complete mutually agreed-upon actions to address their mutual responsibilities under Section 106 of the National Historic Preservation Act (NHPA) for the effects of reservoir operation upon historic properties at Lake Franklin D. Roosevelt, Washington, and at Hungry Horse Reservoir, Montana. The specific actions that address the operational effects are defined in the *Programmatic Agreement for the Federal Columbia River Power System Hydroelectric Operations* (finalized November 27, 1991), hereafter called the "Intertie Development Unit Programmatic Agreement" (IDU PA), and in the *Columbia River System Operation Review's Final Environmental Impact Statement's Records of Decision* (SOR RODs), which Reclamation signed on February 7, 1997, and BPA signed on February 21, 1997. Other program actions are defined in the *Systemwide Programmatic Agreement for the Management of Historic Properties Affected by the Multipurpose Operations of Fourteen Projects of the Federal Columbia River Power System (FCRPS) for Compliance with Section 106 of the National Historic Preservation Act*, hereafter called the "Systemwide Programmatic Agreement" (SWPA), which was signed by BPA on April 3, 2009, and Reclamation on April 16, 2009. The jointly funded program is often called the "FCRPS Cultural Resources Program."

The allocation of direct funded costs to BPA for Grand Coulee and Hungry Horse is determined by the multipurpose cost allocation in effect for each facility. Current power allocations to BPA for multipurpose costs are 92.054% at Grand Coulee Dam operations, and 70% for Hungry Horse Dam operations, and Reclamation will continue to have funds available for the next five (5) years for its share of the costs for the cultural resources management activities under this Interagency Agreement.

From 1998 to 2011, BPA awarded and administered all of the jointly-funded cultural resources contracts to manage the historic properties at the reservoirs on behalf of Reclamation. This was enabled by a Memorandum of Agreement (Reclamation Document No. 1425-8-MA-10-02260) for funds transfer signed on June 15, 1998 and expired in 2003. This Memorandum of Agreement was then replaced by several sequential five-year term IA's that executed the transfer of funds to BPA to accomplish the two agencies joint purpose and responsibilities for this project.

In 2011, under the terms of Mod 009 of IA No. R08-PG-1G-883, Reclamation started to execute some parts of the FCRPS Cultural Resources Program on behalf of both agencies, specifically tasks related to construction of stabilization features at archaeological sites on Lake Roosevelt. While BPA no longer awards and administers all of the jointly funded contracts related to this program; however, they continue to award and administer contracts related to most archaeological activities.

Objective:
This new five-year term IA will continue to facilitate the DFA funds transfer between Reclamation and BPA for FCRPS Cultural Resources Program work conducted in tandem by both Agencies to fulfill the terms of the SWPA and other Agency obligations related to compliance with Federal cultural resource management laws.

Scope of Work:
Reclamation and BPA meet annually and participate in the Reservoir Cooperating Groups to define required actions and determine projects and budgets for continued management of historic properties at Grand Coulee and Hungry Horse Reservoirs which will address compliance with: (1) Section 106 of the NHPA; (2) the terms of the Intertie Development Unit Programmatic Agreement; (3) the SWAPA for

Management of Historic Properties; and (4) the Columbia River System Operation Review's Final Environmental Impact Statement's Records of Decision. A five-year plan has been developed and agreed upon between Reclamation and BPA to prioritize the services needed for the FCRPS Cultural Resources Program. (Please See Attachments A and B to view the current five-year plans for the Grand Coulee and Hungry Horse projects).

4. ROLES AND RESPONSIBILITIES

The effective management and use of interagency contracts is a shared responsibility of the Requesting Agency and the Servicing Agency.

4.1. Acquisition and Administration Roles and Responsibilities. The parties hereby agree to the following roles and responsibilities, which are derived from the following Checklist of *Interagency Acquisitions*, guidance issued by the Office of Federal Procurement Policy.

a. Reclamation, as the Requesting Agency, will perform the following activities related to acquisition and administration:

(1) Work jointly with BPA to determine the priorities of the FCRPS Cultural Resources Program and document those priorities in Five-Year Plans and Annual Plans for the Grand Coulee and Hungry Horse project areas;

(2) Prepare annual requisitions using Reclamation's approval process, and these requisitions will take into account the long-term funding plans proposed as a part of BPA's "Integrated Program Review" (IPR) or "rate case" process;

(3) Work jointly with BPA to acquire and select professional cultural resources management services with the highest possible quality at the lowest possible cost while keeping in mind the importance of the FCRPS Cultural Resources Program to regional tribes;

(4) Work jointly with BPA to develop contract statements of work and budgets for execution of projects that will advance the priorities developed in the Five-Year and Annual plans;

(5) Work jointly with BPA to develop quality assurance requirements for each of the contracted activities and jointly review contracted deliverables, providing comments within 30 days of receipt, or as arranged through mutual consent by Reclamation and BPA Technical Representatives;

(6) Designate the Pacific Northwest Regional Archaeologist to act as the primary official assisting the CO with contract administration. The Regional Archaeologist will be assisted in all of these tasks by the Grand Coulee Power Office Archaeologist; and,

(7) Unless otherwise agreed upon between the agencies, Reclamation will take the lead in the issuance of contracts for the following kinds of activities:

(i) Construction that is part of power-related O&M or capital investment, especially projects related to the stabilization of archaeological sites; and
(ii) Burial site inspection and burial recovery at Lake Roosevelt; and
(iii) Curation contracting where Reclamation holds a current curation agreement with the curation facility in question.

b. BPA, as the Servicing Agency, will perform the following activities related to acquisition and administration:

(1) Work jointly with Reclamation to determine the priorities of the FCRPS Cultural Resources Program and document those priorities in Five-Year Plans and Annual Plans for the Grand Coulee and Hungry Horse project areas;

(2) Work jointly with Reclamation to acquire and select professional cultural resources management services with the highest possible quality at the lowest possible cost while keeping in mind the importance of the FCRPS Cultural Resources Program to regional tribes;

(3) Work jointly with Reclamation to develop contract statements of work and budgets for execution of projects that will advance the priorities developed in the Five-Year and Annual plans;

(4) Work jointly with Reclamation to develop quality assurance requirements for each of the contracted activities and jointly review contracted deliverables;

(5) Designate the FCRPS Cultural Resources Program Manager to act as the primary BPA point of contact for contract administration. The Program Manager will be assisted in all of these tasks by the Project Manager(s) assigned to the Grand Coulee and Hungry Horse project areas;

(6) Unless otherwise agreed upon between the agencies, BPA will take the lead in the issuance of contracts for the following kinds of activities:

(i) Contracts for tribal and agency attendance at meetings of various sorts to provide technical assistance to BPA and Reclamation in managing cultural resources at Grand Coulee and Hungry Horse reservoirs, including contracts for meeting facilities, but only with prior coordination with Reclamation; and

(ii) Contracts for gathering and evaluation of data related to determining or updating the Area of Potential Effects (APE) at each of the project areas; and

(iii) Contracts intended to locate or inventory archaeological resources, properties of traditional cultural value to tribes, elements of the built environment, and other classes of cultural resources that may be affected by reservoir operations; and

(iv) Contracts intended to gather data and make recommendations regarding the eligibility of cultural resources for inclusion on the National Register of Historic Places; and

(v) Contracts intended to gather data regarding the condition of previously identified cultural resources and determine if they are being adversely affected by reservoir operations; and

(vi) Contracts intended to resolve the adverse effects of reservoir operations with the exception of those involving construction of stabilization features; and

(vii) Contracts intended to facilitate curation of museum property recovered from archaeological sites as a part of the FCRPS Cultural Resources Program, with the exception of those facilities where Reclamation already has a curation agreement.

(7) When issuing contracts, BPA will execute its contracts in compliance with the Bonneville Purchasing Instructions (BPI), especially the requirements for competition. BPA will also comply with other applicable Federal laws that govern contracting, especially with Indian tribes. BPA will be responsible for ensuring that the prices of the procurements are reasonable;

(8) Work jointly with Reclamation to select contractors;

(9) In its role as the administrator of some of the FCRPS Cultural Resources Program contracts, BPA will undertake the following activities:

(i) Conduct the initial inspection and acceptance of deliverables prior to sending them to Reclamation for joint review;
(ii) Determine when contract modifications are required and coordinate with Reclamation prior to issuing a modification;
(iii) Maintain contractor performance evaluations and providing those on an annual basis to Reclamation;
(iv) Review and approve invoices submitted by contractors and make payment; and
(v) Perform contract closeout and retrieve unexpended funds.

(10) Provide courtesy copies of IPAC billing information to the Grand Coulee Budget Officer and Reclamation Technical Representative, with notations for expenditures by reservoir and contractor;

(11) BPA will submit a monthly expenditure report to Reclamation's Interagency Acquisition Technical Representative (IATR) in Block 6 and one copy to Reclamation's Administrative POC listed in Block 4. Expenditure reports should be submitted within 7 days after the end of each month. The Monthly Expenditure Report shall include the following information:

(i) The IA Number, Modification Number (if applicable), Project Name, Value;
(ii) Estimated Project Costs
(iii) Funds Obligated;
(iv) Monthly Expenditures (identified by major categories, re: contract, contractor, reservoir, etc.);
(v) Cumulative Expenditures; and,
(vi) Balance of Funds Remaining.

(12) BPA will notify Reclamation within 14 days of any delays, changes, or funding transfers in contract status. In an emergency situation, Reclamation will be notified by e-mail or voicemail within 24 hours of BPA notification; and,

(13) BPA will assure that deliverables are made available according to the schedule provided below;

Deliverable	**Due Date**
Monthly BPA expenditure report, including value of work accrued by contractors	Within 7 days after the end of each month
Annual contracts, signed and issued to contractors	By Nov. 15th of each year
Contractor Progress Reports	Within 7 days of delivery to BPA
Copies of Contractor Deliverables	Within 30 days of delivery to BPA
Annual Expenditure Report for FY completed	By Dec. 1st of each year
Provide comments on deliverables received from Reclamation	Within 30 days of delivery to BPA, or as agreed to by both parties.

4.2. Non-Acquisition Related Requesting Agency Responsibilities
Reclamation, as the Requesting Agency, will perform the following non-acquisition related responsibilities:

a. Participate in the Reservoir Cooperating Groups to define and prioritize historic property management actions;

b. Follow the procedures laid out in the FCRPS Systemwide PA in those areas where the agreement is in force;

c. Share with BPA information regarding cultural resources in the Grand Coulee and Hungry Horse project areas subject to the limitations imposed by confidentiality agreements with tribes and other agencies;

d. Participate and alternate in organizing the Cultural Resources Sub Committee meetings;

e. Resolve disagreements with BPA according to the dispute resolution process cited in the Direct Funding Agreement; and,

f. Make available the following information according to the schedule provided below:

Deliverable	**Due Date**
Monthly Reclamation expenditure report, including value of work accrued by contractors	Within 7 days after the end of each month
Annual contracts not related to construction projects, signed and issued to contractors	By Feb. 15th of each year
Contractor Progress Reports	Within 7 days of delivery to Reclamation
Copies of Contractor Deliverables	Within 30 days of delivery to Reclamation
Annual Expenditure Report for FY completed	By Dec. 1st of each year
Provide comments on deliverables received from BPA	Within 30 days of delivery to Reclamation, or as agreed to by both parties.

g. If a tribe requests a confidentiality agreement with Reclamation and said agreement would affect the IA deliverables for project(s) that are jointly funded at Grand Coulee and Hungry Horse projects, Reclamation will notify BPA of the tribal request. BPA notification will only occur upon consent of the tribe that would be party to the agreement.

4.3. Non-Acquisition Related Servicing Agency Responsibilities
Bonneville Power Administration, as the Servicing Agency, will perform the following non-acquisition related responsibilities:

a. Act as the clearinghouse and repository for reports and other data gathered as a part of the FCRPS Cultural Resources Program, and maintain appropriate confidentiality of this information as described in the NHPA and the Archaeological Resources Protection Act;

b. Participate and alternate in organizing the Cultural Resources Sub Committee meetings;

c. Receiving and managing the funding provided by Reclamation; and,

d. Resolve disagreements with Reclamation according to the dispute resolution process cited in the Direct Funding Agreement.

e. Participate in the Reservoir Cooperating Groups to define and prioritize historic property management actions.

5. DESCRIPTION OF REQUESTING AGENCY SPECIFIC RESTRICTIONS

This section identifies unique restrictions applicable to the Requesting Agency regarding acquisition, other than funding. **Not Applicable**

6. BUDGET

6.1 Budget Estimate. The estimated budget for this IA is $12,059,026.27 over the five-year span of the agreement. As interagency agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Contracting Officer. Servicing Agencies are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Requesting Agency's Contracting Officer for review prior to incurrence of the costs in question.

6.2 Funding Schedule:

The initial incremental funding for this IA is $2,268,250.02, and will be obligated to the IA at the time of award. Future incremental funding will be executed through a modification to this IA. The total estimated funding cost for all five years is as follows:

Period	Estimated Cost
2013 -2014	$ 2,268,250.02
2015	$ 2,338,824.56
2016	$ 2,406,399.67
2017	$ 2,485,493.61
2018	$ 2,560,058.41
Total Estimated Cost	$ 12,059,026.27

6.3 Pre-Award Incurrence of Costs

The BPA is not authorized to be reimbursed for costs incurred prior to the award of this Interagency Agreement.

6.3 Fees

Services charges will be determined as follows: **Not Applicable**

7. BILLING AND PAYMENT

The Servicing Agency will present an itemized statement to the Requesting Agency for reimbursement of incurred contract costs and assisted services support costs. The Requesting Agency will pay reimbursable billings to the Servicing Agency.

The Servicing Agency shall be paid by Reclamation using the Intergovernmental Payment and Collection (IPAC) method. The Servicing Agency shall bill via IPAC to Reclamation's Agency Location Code (ALC) identified in Block 13 and will bill on a quarterly basis for costs incurred as authorized by the agreement. Include the IA number R13-PG-10-400, account numbers from Block 6 of the first page of this agreement, the billing time period, and the Servicing agency's point of contact and the telephone number for billing information. Billing may not begin until after the date of the award.

Description block of IPAC billing must include the following:

1. Reclamation accounting information;
2. IA number;
3. billing period;
4. accountable contact; and
5. telephone number.

The Servicing Agency shall submit the appropriate IPAC payment support documentation to Reclamation's Financial POC and to the IATR as identified on the cover-page of this IA. BPA will provide a draft IPAC for Reclamation review, and Reclamation will respond to the draft IPAC according to the final schedule below.

Quarter	End date of Qtr	Draft IPAC to Reclamation	Reclamation Comments Due	Final IPAC to Reclamation
1	Dec. 31	Jan. 15	Jan. 30	Feb. 15
2	March 31	Apr. 15	Apr. 30	May 15
3	June 30	July 15	July 30	Aug. 15
4	Sept. 30	Oct. 15	Oct. 30	Nov. 15

8. SERVICING AGENCY FUNDING INFORMATION

The Servicing Agency shall complete the table below.

Basic appropriation symbol (Treasury account symbol)	
Fund citation (line of accounting)	
Business event type code	COLL
Agency location code (8-digit) for IPAC	89-00-11401
DUNS/BPN number (Business Partner Network of BPN #)	04-300-3334

9. SMALL BUSINESS CREDIT

Any contract actions executed by the Servicing Agency on behalf of the Requesting Agency will allocate the socio-economic credit to the Requesting Agency at the lowest FIPS 95-2 Agency/Bureau component as identified by the Requesting Agency. If the code is not provided, the Servicing Agency will allocate the credit to the highest Requesting Agency FIPS 95-2 Code.

10. CONTRACT TERMINATION, DISPUTES, AND PROTESTS

If a contract or order awarded pursuant to this IA is terminated or cancelled or a dispute or protest arises from specifications, solicitation, award, performance or termination of a contract, appropriate action will be taken in accordance with the terms of the contract and applicable laws and regulations. The Requesting Agency shall be responsible for all costs associated with termination, disputes, and protests, including settlement costs.

The Servicing Agency shall consult with the Requesting Agency before agreeing to a settlement or payments to ensure that the Servicing Agency has adequate time in which to raise or address any fiscal or budgetary concerns arising from the proposed payment or settlement.

11. PROPERTY
Title to all property acquired with funds provided under this interagency agreement shall be vested in BPA or Reclamation and is subject to the condition that the property shall be used for authorized purposes of the project. Should the Servicing Agency wish to take unrestricted title to any property acquired or to change the use of the facilities or real property so acquired, such transactions shall be governed by Federal Property Management Regulations.

All procurements of property using interagency acquisition funds shall be approved in writing by Reclamation prior to the transaction being initiated. The Servicing Agency shall not make disposition of any property with a unit acquisition cost of $5,000 or more except as directed in writing by Reclamation.

12. MODIFICATIONS
Any modifications to the terms and conditions shall be made in writing and signed by both the Servicing Agency and the Requesting Agency. The Servicing Agency will notify Reclamation as soon as practicable if it appears that additional funding may be needed to perform the work, or due to claims, disputes, modifications, or any other cause arising from contracts, under this agreement. If additional funding is needed, Reclamation may provide it or agree to adjust the work to fit within available funding, as appropriate. The Servicing Agency may not provide funding to perform the work, or satisfy claims, disputes, modifications, or any other cause arising from contracts, under this agreement without prior written approval of the Requesting Agency CO.

13. IA TERMINATION
This IA may be terminated upon thirty (30) calendar days of written notice by either party at any time. If this agreement is cancelled, any implementing contract/order may also be cancelled. If the IA is terminated, the agencies shall agree on the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice

14. INTERPRETATION OF THE IA
If the Servicing Agency and Requesting Agency are unable to agree about a material aspect of the terms and conditions of this IA, the parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IA, including amendment of this IA, as necessary, by escalating the dispute within their respective organizations. The two agencies will also follow the dispute resolution process specified in the Direct Funding Agreement.

Attachments:

Attachment A - Hungry Horse 5-year Plan (2013-2018)
Attachment B - Grand Coulee Mainstem Cooperating Group 5-Year Plan
Attachment C - Budget Sheet

Hungry Horse 5-Year Plan (2013-2018) Attachment A

November 9, 2012

	Tasks	Responsible	Notes
2013	White Chert Sourcing - Get Samples	FNF/CSKT	
	White Chert Sourcing - Cross section samples	FNF/CSKT	
	MPD - Draft DOE	CSKT	
	MPD - Ground Truth	CSKT	
	CSKT Gathering/Hunting Camp Proposal (Mitigation)	CSKT	
	APE Inventory Plan Draft and Final	FNF/CSKT	APE Inventory needs to be complete by 2017
	TCP Survey Research Design - Draft	CSKT	TCP Survey needs to be complete by 2018
	Historic Uses of HH Area Background Research		
2014	White Chert Sourcing - Geological survey to focus strategy	FNF/CSKT	
	MPD - Ground Truth	CSKT	
	MPD - Final DOE	CSKT	
	CSKT Gathering/Hunting Camp (Mitigation)	CSKT	
	APE Inventory	FNF/CSKT	
	Scarred Trees Research Design - Draft	CSKT	
	TCP Survey Research Design - Final	CSKT	
	Historic Uses of HH Research Design	FNF	
2015	White Chert Sourcing - Field survey strategy	FNF/CSKT	
	CSKT Gathering/Hunting Camp (Mitigation)	CSKT	
	APE Inventory	FNF/CSKT	
	Scarred Trees Research Design Final	CSKT	
	TCP Survey	CSKT	
	Historic Uses of HH Area Inventory	FNF	
2016	CSKT Gathering/Hunting Camp (Mitigation)	CSKT	
	APE Inventory	FNF/CSKT	
	Scarred Trees Inventory	CSKT	
	TCP Survey	CSKT	
	Historic Uses of HH Area Inventory	FNF	
2017	CSKT Gathering/Hunting Camp (Mitigation)	CSKT	
	Scarred Trees Inventory	CSKT	
	Scarred Trees Inventory Draft Report	CSKT	
	TCP Survey	CSKT	
	TCP Survey - Draft Report	CSKT	
	Historic Uses of HH Area - Draft and Final Report	FNF	
	APE Inventory	FNF/CSKT	
	APE Inventory - Draft and Final Report	FNF/CSKT	
2018	Scarred Trees Inventory Final Report	CSKT	
	TCP Survey - Final Report	CSKT	

Grand Coulee Mainstem Cooperating Group 5-Year Plan Attachment B
March 5, 2013

Year	Project
2013	Grand Coulee HPMP Review and Revision
	45ST61 Data Recovery and Interim Report
	Whitestone District DOE Prep/Background Research
	FE1 Plantings for Stabilization (Construction Wrap-Up) (BoR)
	TCP Project Based on Theme or Resource Locations
	Analysis of Chance Site Artifacts Research Design
	DOE Background Research - See if already tested sites can have DOEs written from existing information rather than additional testing (Sanpoil, Tailrace, Kettle River/Fall, etc.)
	ARPA Training (BPA/BoR)
	45FE14 Log Boom Engineering and Design, THPO/SHPO Consultation (BoR, BPA)
	45FE399/356 Log Boom Engineering and Design, THPO/SHPO Consultation, Final DOE (BoR, BPA)
2014	FY14 Survey in APE and Draft Report
	Eden Harbor (45GR146) Stabilization Planning and Design
	Whitestone DOE Draft
	Peter Dan DOE Background Research
	45ST61 Data Recovery (if not finished in 2013) and Analysis
	TCP Project Based on Theme or Resource Locations
	Analysis of Chance Site Artifacts (Unreported sites, Tabular knife typology, etc. - Projects proposed in FY13 Research Design)
	DOE Background Research - See if already tested sites can have DOEs written from existing information rather than additional testing (Sanpoil, Tailrace, Kettle River/Fall, etc.)
	Monitor 45FE1 Stabilization
	Monitor 45FE38 Stabilization
	Land Survey/LIDAR 45FE1 Stabilization for Monitoring
	Land Survey/LIDAR 45FE38 Stabilization for Monitoring
	45FE14 Log Boom Implementation (BoR/BPA)
	45FE399/356 Log Boom Implementation (BoR/BPA)
	Grand Coulee HPMP Review and Finalization
2015	FY15 Survey in APE and Draft Report
	FY14 Survey Final Report
	Whitestone DOE Final
	45ST61 Draft and Final
	TCP Project Based on Theme or Resource Locations
	Analysis of Chance Site Artifacts (Unreported sites, Tabular knife typology, etc. - Projects proposed in FY13 Research Design)
	DOE Background Research - See if already tested sites can have DOEs written from existing information rather than additional testing (Sanpoil, Tailrace, Kettle River/Fall, etc.)
	Eden Harbor NEPA, Contracting, Etc
	Peter Dan DOE Draft DOE

	45ST45 Stabilization Planning and Design or 45ST69 Testing Design
	45ST82 Armor/Stabilization Conceptual Design and Engineering (BoR/BPA)
2016	FY16 Survey in APE and Draft Report
	FY15 Survey Final Report
	TCP Project Based on Theme or Resource Locations
	Analysis of Chance Site Artifacts (Unreported sites, Tabular knife typology, etc. - Projects proposed in FY13 Research Design)
	DOE Background Research - See if already tested sites can have DOEs written from existing information rather than additional testing (Sanpoil, Tailrace, Kettle River/Fall, etc.)
	Eden Harbor Stabilization
	Peter Dan DOE Final
	Mt Tolman Project Artifact Analysis (In APE ???)
	45ST45 Stabilization ACOE Permit, NEPA, THPO/SHPO Consultation, Contracting or 45ST69 Testing
	45ST82 Armor/Stabilization NEPA, SHPO/THPO consultation, Contracting (BoR, BPA)
2017	FY17 Complete Pedestrian Survey within APE
	FY16 Survey Final Report
	TCP Project Based on Theme or Resource Locations
	Analysis of Chance Site Artifacts (Unreported sites, Tabular knife typology, etc. - Projects proposed in FY13 Research Design)
	DOE Background Research - See if already tested sites can have DOEs written from existing information rather than additional testing (Sanpoil, Tailrace, Kettle River/Fall, etc.)
	Mt Tolman Project Artifact Analysis and Draft Report (In APE ???)
	45ST45 Stabilization Implementation or 45ST69 Draft and Final Testing Report
	China Bend (45ST65) Data Recovery Research Design
	45ST82 Armor/Stabilization Implementation (BoR/BPA)
2018	FY17 Survey Final Report
	TCP Project Based on Theme or Resource Locations
	Analysis of Chance Site Artifacts (Unreported sites, Tabular knife typology, etc. - Projects proposed in FY13 Research Design)
	DOE Background Research - See if already tested sites can have DOEs written from existing information rather than additional testing (Sanpoil, Tailrace, Kettle River/Fall, etc.)
	TCP Inventory Due End of FY18
	Mt Tolman Project Final Report (in APE???)
	China Bend (45ST65) Data Recovery
2019	China Bend (45ST65) Data Recovery (if not finished in FY18) and Analysis
2020	China Bend (45ST65)Data Recovery Draft Report
2021	China Bend (45ST65) Dtaa Recovery Final Report
2022	China Bend (45ST45) Management Plan

U4P-5222-5010 547-0000 1G10000 253H	$ 1,619,967.90
A40-5222-6901 100-0007 1G10000 253H	$ 139,024.34
A40-5222-6902 100-0007 1G10000 253H	$ 809.51
U4P-5222-5010 547-MUS3 1G10000 253H	$ 102,544.07
A40-5222-6901 100-MUS3 1G10000 253H	$ 8,800.25
A40-5222-6902 100-MUS3 1G10000 253H	$ 51.24
U4P-0447-5201 535-0700 1G60000 253H	$ 276,506.66
A40-0447-6901 001-0005 1G60000 253H	$ 86,902.09
A40-0447-6903 100-0005 1G60000 253H	$ 15,800.38
A40-0447-6904 100-0005 1G60000 253H	$ 15,800.38
U4P-0447-5201 546-MUS3 1G60000 253H	$ 1,430.24
A40-0447-6901 001-MUS3 1G60000 253H	$ 449.50
A40-0447-6903 100-MUS3 1G60000 253H	$ 81.73
A40-0447-6904 100-MUS3 1G60000 253H	$81.73
TOTAL	$2,268,250.02

Form 7-2270
Bureau of Reclamation, 06-2012

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
INTERAGENCY AGREEMENT

1A. Agreement No. R08-PG-17-883 (was R08-PG-1G-883) **BPA Agreement No. 08GS-75266**	1B. MOD No. 012	2. Requisition No. 131G100002	3. COST AUTHORITY See Attachment A

4. RECLAMATION ADMINSTRATIVE POC:	5. SERVICING AGENCY CONTRACTING POC
Michele McGinnis, PN3709 Bureau of Reclamation Pacific Northwest Region — Phone: 208-378-5038 1150 N. Curtis Road, Suite 100 — mmcginnis@usbr.gov Boise, ID 83706-1234	Peggy Simpson Bonneville Power Administration Federal Hydro Projects — Street Address: P.O. Box 3621 — 905 NE 11th Street Portland, OR 97208-3621 — Portland, OR 97232-4169
6. RECLAMATION INTERAGENCY AGREEMENT TECHNICAL REPRESENTATIVE (IATR) Sean Hess, PN-3914 Archeologist, Address in Block 4 — shess@usbr.gov Phone: 208-378-5316 — Fax:208-378-5305	**7. SERVICING AGENCY TECHNICAL REPRESENTATIVE** Kristen Martine, Program Manager KEC-4 P.O. Box 3621 Portland, OR 97208 — kdmartine@bpa.gov Phone 503-230-3607 — Fax 503-230-5699
8. RECLAMATION FINANCIAL POC Mr. Chris Christopherson, GCP-7320 (509-633-9579) Grand Coulee Power Office Hwy 155, Warehouse B, Door 6 (PO Box 620) Grand Coulee, WA 99133 cchristopherson@usbr.gov	**9. SERVICING AGENCY FINANCIAL POC** Peggy Simpson, Budget Analyst, FBBS-4 Address: Address in Block 5 Email: : psimpson@bpa.gov Phone: 503-230-3944 FAX: 503-230-5699 DUNS: 04-300-3334 EIN 93-033-4712

10. STATUTORY AUTHORITY	11A. INITIAL EFFECTIVE DATE: 8/27/2008	11B. MODIFICATION EFFECTIVE DATE: See Block 16a
X Economy Act, 31 U.S.C. 1535 ☐ Other: (Provide Specific Citation(s)	11C. COMPLETION DATE: 8/27/2013	

12. FUNDING INFORMATION

NAICS: 221121 Electric Bulk Power Transmission and Control
FPDS PSC: B503 Study/Archeological-Paleontological

Total Estimated Amount	$ 9,839,294.88
This Obligation	$ 1,934,370.73
Previous Obligation	$7,904,924.15
Total Obligation	$ 9,839,294.88

13. ACCOUNTING AND APPROPRIATION DATA

Cost Center		
Object Code	253H	
Agency Location Code	14-06-0905	BPA 89-00-11401
Business Event Type Code	DISB	BPA- COLL
DUNS / BPN #	07-298-3620	BPA 04-300-3334
Funding Agency Code (FIPS)	1425	
Funding Office Code		
Treasury Account Symbol	14X0680	

14. PROJECT TITLE AND BRIEF SUMMARY OF PURPOSE AND OBJECTIVES OF PROJECT

Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir. This Modification No. 012 increases the value and funds of the IA by $1,934,370.73 to cover continued performance from 3/1/2013 to 8/27/13 (Ref M010) as shown in Attachment A- Budget. All other terms and conditions in this IA remain unchanged.

15a. SERVICING AGENCY: Acceptance of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above named Agency		16a. RECLAMATION (REQUESTING AGENCY) Award of this Interagency Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation	
Michael E. Alder	4/15/13	Carol McCauslin	4/15/13
SIGNATURE	DATE	SIGNATURE	DATE
Print Name Michael E. Alder Title O&M Program Manager Bonneville Power Administration		Print Name Carol McCauslin Title Contracting Officer Chief of the Contracting Office Pacific Northwest Region Bureau of Reclamation	

Obligated 4/16/2013

Attachment A - Budget

BPA-Administered Contracts

Contracto	Task	BOR Project	BPA Contract #	Status	Amount	
STI	Cultural Resource Services	Grand Coulee	58835	BOR has contract copy	$ 678,914.00	
STI	Elder's Grant	Grand Coulee	58575	BOR has contract copy	$ 1,000.00	
NPS	Cultural Resource Services	Grand Coulee	58582	BOR has contract copy	$ 144,632.60	
CCT	Cultural Resource Services	Grand Coulee	58913	BOR has contract copy	$ 696,179.45	
CCT	ARPA monitoring	Grand Coulee	58780	BOR has contract copy	$ 50,009.00	
CCT	Curation Services (Museum Property Management)	Grand Coulee	None	Draft SOW & Budget	$ 12,960.00	
CCT	Elder's Grant	Grand Coulee	58786	BOR has contract copy	$ 2,000.00	
FNF	Cultural Resource Services	Hungry Horse	58796	BOR has contract copy	$ 62,906.89	
CSKT	Cultural Resource Services	Hungry Horse	None	Draft SOW & Budget	$ 149,155.94	Reduced amount
Total					$ 1,797,757.88	

BPA Tasks ("System Wide Activities")

Contracto	Task	BOR Project	BPA Contract #	Status	Amount
BPA	Cultural Resource Services (85% of System Wide)	Grand Coulee	None	Covered by IA	$ 116,120.92
BPA	Cultural Resource Services (15% of System Wide)	Hungry Horse	None	Covered by IA	$ 20,491.93
					$ 136,612.85
				Grand Total Amount	**$ 1,934,370.73**

Division by Project	Amount
Grand Coulee costs	$ 1,701,815.97
Hungry Horse costs	$ 232,554.76
Total	$ 1,934,370.73

Cost Authority Information		Mod 12	Balance for Mod 13
U4P-5222-5010-547-0000 (92.054%)	$ 1,553,629.67	**$ 1,553,629.67**	$ -
A40-5222-6901-100-0007 (7.9%)	$ 134,443.46	**$ 67,221.73**	$ 67,221.73
A40-5222-6902-100-0007 (0.046%)	$ 782.84	**$ 391.42**	$ 391.42
U4P-52222-5010-547-MUS3	$ 11,930.20	**$ 11,930.20**	$ -
A40-5222-6901-100-MUS3	$ 1,023.84	**$ 511.92**	$ 511.92
A40-5222-6902-100-MUS3	$ 5.96	**$ 2.98**	$ 2.98
U4P-0447-5201-535-0700 (70.000%)	$ 162,788.33	**$ 162,788.33**	$ -
A40-0447-6901-001-0005 (22.000%)	$ 51,162.05	**$ 25,581.02**	$ 25,581.02
A40-0447-6903-100-0005 (4.00%)	$ 9,302.19	**$ 4,651.10**	$ 4,651.10
A40-0447-6904-100-0005 (4.00%)	$ 9,302.19	**$ 4,651.10**	$ 4,651.10
	$ 1,934,370.73	**$ 1,831,359.47**	$ 103,011.26

INTERAGENCY ACQUISITION (IA)	NEW Reclamation IA No. R08-PG-17-883
U. S. DEPARTMENT OF THE INTERIOR	OLD Reclamation IA No.: **R08-PG-1G-883** 1425-08-AA-1G-4883
BUREAU OF RECLAMATION (RECLAMATION)	BPA Agreement No.: 08GS-75266
PACIFIC NORTHWEST REGION	Effective Period From: 8/27/2008 To: 08/27/2013
Form RO-293 Revised 01/03 (previous edition obsolete)	Modification No.: 011

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR) Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist,
PN-3914
Address in Block 3
Phone: 208-378-5316
Fax:208-378-5305
shess@usbr.gov

Administrative POC:
Michele McGinnis
IA Technician
PN-3709
Address in Block 3
Phone: 208-378-5038
Fax; 208-378-2108
mmcginnis@usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative:
Kristen Martine
Program Manager
KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-3607
Fax 503-230-5699
kdmartine@bpa.gov

Administrative POC:
Peggy Simpson
Budget Analyst
FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data:

Standard General Ledger-610A

8.a Total Amount of IA: $ 7,904,924.15 (Estimated)

8.b Funding Amounts

This Action:	**$ 0.00**
Previous Action(s):	**$ 7,904,924.15**
Total Funding:	**$ 7,904,924.15**

9. Remarks: This Administrative Modification No 011 provides notice to you that a new number has been assigned to this IA. This change is necessary to accommodate a transition to a new internal automated system and is effective immediately upon Reclamation's signature in Block 11 of this R0-293 form. Please change the IA No. to **R08-PG-17-883**, (See the top of this RO-293); and reference both numbers in parentheses [i.e.: **R08-PG-17-883 (R08-PG-1G-883)**] on all correspondence, invoices, and when initiating the IPAC(s) as outlined in your IA. All other Terms and Conditions remain unchanged.
Capital Assets? Yes___ No X

10. Submit Vouchers to: (See paragraph **"9. Payment"**)
IPAC: Bill quarterly; submit supporting documents to Dr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; **BPA** 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name Sarah K. McKim
Title Contracting Officer
Signature Sarah K. McKim
Date January 24, 2013

12. Bonneville Power Administration Acceptance:

Print Name **ADMINISTRATIVE MODIFICATION**
Title **NO SIGNATURE REQUIRED**
Signature
Date

Emailed 1/30/13

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

NEW Reclamation IA No. R08-PG-1G-883
OLD Reclamation IA No.: 1425-08-AA-1G-4883
BPA Agreement No.: 08GS-75266
Effective Period From: 8/27/2008 **To:** 08/27/2013
Modification No.: 010

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR) Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist,
PN-3914
Address in Block 3
Phone: 208-378-5316
Fax:208-378-5305
shess@usbr.gov

Administrative POC:
Michele McGinnis
IA Technician
PN-3709
Address in Block 3
Phone: 208-378-5038
Fax; 208-378-2108
mmcginnis@usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative:
Kristen Martine
Program Manager
KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-3607
Fax 503-230-5699
kdmartine@bpa.gov

Administrative POC:
Peggy Simpson
Budget Analyst
FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data:

16	U4P 5222 5010 547 0000 1G10000 253H	$	1,836,327.64
17	A40 5222 6901 100 0002 1G10000 253H	$	157,592.16
18	A40 5222 6902 100 0002 1G10000 253H	$	917.63
19	U4P 0447 5201 535 0700 1G10000 253H	$	219,624.30
20	A40 0447 6901 001 0004 1G10000 253H	$	69,024.78
21	A40 0447 6903 100 0004 1G10000 253H	$	12,549.96
22	A40 0447 6904 100 0004 1G10000 253H	$	12,549.96
23	U4P 5222 5010 547MUS3 1G10000 253H	$	11,930.20
24	A40 5222 6901 100MUS3 1G10000 253H	$	1,023.84
25	A40 5222 6902 100MUS3 1G10000 253H	$	5.96

Standard General Ledger-610A

8.a Total Amount of IA: $ 7,904,924.15 (Estimated)

8.b Funding Amounts

This Action:	**$ 2,321,546.43**
Previous Action(s):	**$ 5,583,377.72**
Total Funding:	**$ 7,904,924.15**

9. Remarks
This Modification No 010 will 1) extend the effective Period from 3/1/2013 to 8/27/2013 to complete the IA's full 5 year term , 2) update the Technical Representative in block 5, and 3) Increase the agreed upon funding for FY2012. All other terms and conditions remain unchanged.
Capital Assets? Yes___ No X

10. Submit Vouchers to: (See paragraph **"9. Payment"**)
IPAC: Bill quarterly; submit supporting documents to Dr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; **BPA** 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name David K. Thomsett
Title Contracting Officer
Signature David K. Thomsett
Date 2/1/12

12. Bonneville Power Administration Acceptance:

Print Name MICHAEL E. ALDER
Title O&M PROGRAM MANAGER
Signature Michael E. Alder
Date 2/14/2012

3/1/2012 obligated

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FEB 29 2012

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

NEW Reclamation IA No. R08-PG-1G-883
OLD Reclamation IA No.: 1425-08-AA-1G-4883
BPA Agreement No.: 08GS-75266
Effective Period From: 8/27/2008 **To:** 03/01/2013
Modification No.: 009

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR) Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist, GCP-1300
Grand Coulee Power Office.
P.O. Box 620
Grand Coulee, WA 99133
Phone 509-633-9233
Fax 509-633-9138
shess@usbr.gov

Administrative POC:
Michele McGinnis
IA Technician
PN-3709
Address in Block 3
Phone: 208-378-5038
Fax; 208-378-2108
mmcginnis@usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative:
Kristen Martine
Program Manager
KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-3607
Fax 503-230-5699
kdmartine@bpa.gov

Administrative POC:
Peggy Simpson
Budget Analyst
FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data:
Standard General Ledger-610A

8.a Total Amount of IA: $ 7,300,000.00 (Estimated)

9. Remarks
This Modification No 009 will 1) change the POC in Block 5 and Block 6; and 2) amend the original IA with Attachment A – Revisions. All other terms and conditions remain unchanged.

Capital Assets? Yes___ No_X_

8.b Funding Amounts

This Action:	**$ 0.00**
Previous Action(s):	**$ 5,583,377.72**
Total Funding:	**$ 5,583,377.72**

10. Submit Vouchers to: (See paragraph **"9. Payment"**)
IPAC: Bill quarterly; submit supporting documents to Dr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; **BPA** 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name Terry K. Ford, Jr.
Title Contracting Officer
Signature [signature]
Date 6/28/2011

12. Bonneville Power Administration Acceptance:

Print Name MICHAEL E. ALDER
Title O&M Program Mgr
Signature Michael E. Alder
Date 7/7/11

7/14/11 Noted in files

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JUL 14 2011

Attachment A – Revisions

Revisions to IA No. R08-PG-1G-883 (1425-08-AA-1G-4883) Modification No. 009 are as follows:

4a. Responsibilities:

Revises 4.a. (1), (2) - <u>and</u> adds 4.a. (4) and (5)

Revises 4.b. (1), (2), (6), – <u>and</u> adds: (8)

<u>a. Reclamation will</u>:

(1) Participate in the Reservoir Cooperating Groups to define historic property management actions to address compliance with section 106 of the National Historic Preservation Act, the terms of the IDU PA, the terms of the Systemwide Programmatic Agreement for Management of Historic Properties, and Reclamation's SOR ROD; and

(2) Follow the procedures laid out in the FCRPS Systemwide PA in those areas where the agreement is in force;

(3) {unchanged}

(4) Unless otherwise agreed upon between the agencies, take the lead in implementing procurement mechanisms for cultural resource treatment projects that require construction, including the following:

(a) Construction that is part of power-related O&M or capital investment; and

(b) Burial site inspection and burial recovery

(5) Unilaterally perform contract administration functions for those procurement mechanisms under Reclamation oversight.

<u>b. BPA will:</u>

(1) Unless otherwise agreed upon between the agencies, take the lead in implementing procurement mechanisms for historic property management actions related to compliance with section 106 of the National Historic Preservation Act, the IDU PA, the Systemwide Programmatic Agreement for Management of Historic Properties, and BPA's SOR ROD that do not involve construction or burial site inspections or burial recoveries; and

(2) Unilaterally perform routine contract administration functions those procurement mechanisms under BPA oversight;

(6) Provide courtesy copies of IPAC billing information to the Grand Coulee Budget Officer and Reclamation Technical Representative, with notations for expenditures by reservoir; and

(8) Follow the procedures laid out in the FCRPS Systemwide PA in those areas where the agreement is in effect.

R08-PG-16-883

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

Reclamation IA No.: 1425-08-AA-1G-4883
BPA Agreement No.: 08GS-75266
Effective Period From: 10/01/2008 **To:** 03/01/2013
Modification No.: 008

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR)
Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist, GCP-1300
Grand Coulee Power Office.
P.O. Box 620
Grand Coulee, WA 99133
Phone 509-633-9233
Fax 509-633-9138
shess@usbr.gov

Administrative POC
Bryant Lyndaker
Financial Assistance Officer
PN-3711
Address in Block 3
Phone 208-378-5138
Fax 208-378-2108
blyndaker@usbr.gov

6. Bonneville Power Administration Point of Contact
Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative
Kimberly St. Hilaire
Environmental Protection
Specialist, KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-5361
Fax 503-230-5699
krsthilaire@bpa.gov

Administrative POC
Peggy Simpson
Budget Analyst,
FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data

9	U4P 5222 5010 546 2002 1G10000 253H	$1,117,624.43
10	A40 5222 6901 100 0002 1G10000 253H	$ 95,913.63
11	A40 5222 6902 100 0002 1G10000 253H	$ 558.48
12	U4P 0447 5201 535 0600 1G10000 253H	$ 149,662.62
13	A40 0447 6901 0010004 1G10000 253H	$ 47,036.82
14	A40 0447 6903 100 0004 1G10000 253H	$ 8,552.15
15	A40 0447 6904 100 0004 1G10000 253H	$ 8,552.15

Standard General Ledger-610A

8.a Total Amount of IA: **$ 7,300,000.00 (Estimated)**

8.b Funding Amounts

This Action:	**$ 1,427,900.28**
Previous Action(s):	**$ ~~4,241,241.98~~** 4,155,477.44
Total Funding:	**$ 5,583,377.72**

9. Remarks:

All other terms and conditions remain unchanged.
Capital Assets? Yes__ No X

10. Submit Vouchers to: (See paragraph "9. Payment")
IPAC: Bill quarterly; submit supporting documents to Mr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; BPA 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name David K. Thomsett
Title Contracting Officer
Signature David K. Thomsett
Date 1/13/11

12. Bonneville Power Administration Acceptance:

Print Name Michael E. Alder
Title O&M Program Manager
Signature Michael E. Alder
Date 1/18/2011

1/27/11
Obligated

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JAN 24 2011

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

Reclamation IA No.: R08 PG 1G 883 (08 AA 1G 4863)
BPA Agreement No.: 08GS-75266
Effective Period From: 10/01/2008 **To:** 03/01/2013
Modification No.: 007

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 TIN: 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 TIN: 93-033-4712

5. Requesting Agency IA Technical Representative (IATR) Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist, GCP-1300
Grand Coulee Power Office.
P.O. Box 620
Grand Coulee, WA 99133
Phone 509-633-9233
Fax 509-633-9138
shess@usbr.gov

Administrative POC
Bryant Lyndaker
Financial Assistance Officer
PN-3711
Address in Block 3
Phone 208-378-5138
Fax 208-378-2108
blyndaker@usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative
Kristen Martine-Coriell
Cultural and Environmental Specialist, KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-3607
Fax 503-230-5699
kdmartine@bpa.gov

Administrative POC
Peggy Simpson
Budget Analyst, FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data

U4P 5222 5010 546 2002 1G10000	253H	$ (-69,263.61)
A40-5222-6901-100-0002 1G10000	253H	$ (-1,987.71)
A40-5222-6902-100-0002 1G10000	253H	$ (-11.58)
U4P-0447-5201-535-0600 1G10000	253H	$ (-10,151.10)
A40-0447-6901-001-0004 1G10000	253H	$ (-3,190.34)
A40-0447-6903-100-0004 1G10000	253H	$ (-580.07)
A40-0447-6904-100-0004 1G10000	253H	$ (-580.07)

Standard General Ledger-610A

8.a Total Amount of IA: $ 7,300,000.00 (Estimated)

8.b Funding Amounts

This Action:	$ <-85,764.54>
Previous Action(s):	$ 4,241,241.98
Total Funding:	$ 4,155,477.44

9. Remarks
This Modification No. 007 Deobligates unused funding for FY2009 projects as shown in block 7 of this IA.

All other terms and conditions remain unchanged.
Capital Assets? Yes___ No X

10. Submit Vouchers to: (See paragraph "9. Payment")
IPAC: Bill quarterly; submit supporting documents to Mr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; BPA 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name: David K. Thomsett
Title: Contracting Officer
Signature: David K. Thomsett
Date: 7/20/2010

12. Bonneville Power Administration Acceptance:

Print Name: Michael E. Alder
Title: O&M Program Manager
Signature: Michael E. Alder
Date: 7/21/10

7/29/10 Obligated in IDEAS

RECEIVED
JUL 27 2010

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

NEW Reclamation IA No. R08-PG-1G-883
OLD Reclamation IA No.: 1425-08-AA-1G-4883
BPA Agreement No.: 08GS-75266
Effective Period From: 8/27/2008 **To:** 03/01/2013
Modification No.: 006

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR) Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist, GCP-1300
Grand Coulee Power Office.
P.O. Box 620
Grand Coulee, WA 99133
Phone 509-633-9233
Fax 509-633-9138
shess@pn.usbr.gov

Administrative POC:
Bryant Lyndaker
FA Officer
PN-3711
Address in Block 3
Phone: 208-378-5138
Fax; 208-378-2108
blyndaker@pn.usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative:
Kristen Martine
Program Manager
KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-3607
Fax 503-230-5699
kdmartine@bpa.gov

Administrative POC:
Peggy Simpson
Budget Analyst
FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data: Standard General Ledger-610A

8.a Total Amount of IA: $ 7,300,000.00 **(Estimated)**

8.b Funding Amounts

This Action:	**$**
Previous Action(s):	**$ 4,241,241.98**
Total Funding:	**$ 4,241,241.98**

9. Remarks This Administrative Modification No 006
1) Provides notice to BPA that a new number has been assigned to this IA. This change is necessary to accommodate a transition to a new internal automated system and is effective immediately upon Reclamation's signature in Block 11 of this R0-293 form. Please change the IA No. to R08-PG-1G-883, (See the top of this RO-293); and reference both numbers in parentheses [i.e. R08-PG-1G-883 (1425-08-AA-1G-4883)] on all correspondence, invoices, and when initiating the IPAC(s) as outlined in your IA under paragraph **"9. Payment"**, and 2) corrects the effective period "From: 8/27/2008 To: 3/1/2013". All other Terms and Conditions remain unchanged.
Capital Assets? Yes__ No X

10. Submit Vouchers to: (See paragraph **"9. Payment"**)
IPAC: Bill quarterly; submit supporting documents to Dr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; **BPA** 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name David K. Thomsett.
Title Contracting Officer
Signature David K. Thomsett
Date 3/18/10

12. Bonneville Power Administration Acceptance:

Print Name ADMINISTRATIVE MODIFICATION
Title NO SIGNATURE REQUIRED
Signature
Date

3/18/2010
transferred into
New IDEAS

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

NEW Reclamation IA No. R08-PG-1G-883
OLD Reclamation IA No.: 1425-08-AA-1G-4883
BPA Agreement No.: 08GS-75266
Effective Period From: 8/27/2008 **To:** 03/01/2013
Modification No.: 006

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR) Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist, GCP-1300
Grand Coulee Power Office.
P.O. Box 620
Grand Coulee, WA 99133
Phone 509-633-9233
Fax 509-633-9138
shess@pn.usbr.gov

Administrative POC:
Bryant Lyndaker
FA Officer
PN-3711
Address in Block 3
Phone: 208-378-5138
Fax; 208-378-2108
blyndaker@pn.usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative:
Kristen Martine
Program Manager
KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-3607
Fax 503-230-5699
kdmartine@bpa.gov

Administrative POC:
Peggy Simpson
Budget Analyst
FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data: Standard General Ledger-610A

8.a Total Amount of IA: $ 7,300,000.00 **(Estimated)**

8.b Funding Amounts

This Action:	$
Previous Action(s):	$ 4,241,241.98
Total Funding:	$ 4,241,241.98

9. Remarks This Administrative Modification No 006
1) Provides notice to BPA that a new number has been assigned to this IA. This change is necessary to accommodate a transition to a new internal automated system and is effective immediately upon Reclamation's signature in Block 11 of this R0-293 form. Please change the IA No. to R08-PG-1G-883, (See the top of this RO-293); and reference both numbers in parentheses [i.e. R08-PG-1G-883 (1425-08-AA-1G-4883)] on all correspondence, invoices, and when initiating the IPAC(s) as outlined in your IA under paragraph **"9. Payment"**, and 2) corrects the effective period "From: 8/27/2008 To: 3/1/2013". All other Terms and Conditions remain unchanged.
Capital Assets? Yes No X

10. Submit Vouchers to: (See paragraph **"9. Payment"**)
IPAC: Bill quarterly; submit supporting documents to Dr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; **BPA** 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name David K. Thomsett.
Title Contracting Officer
Signature David K. Thomsett
Date 3/18/10

12. Bonneville Power Administration Acceptance:

Print Name ADMINISTRATIVE MODIFICATION
Title NO SIGNATURE REQUIRED
Signature
Date

3/18/2010
transferred into
New IDEAS

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

Reclamation IA No.: 1425-08-AA-1G-4883
BPA Agreement No.: 08GS-75266
Effective Period From: ~~10/01/~~8/27/08 2008 **To:** 03/01/2013
Modification No.: 005

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR) Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist, GCP-1300
Grand Coulee Power Office.
P.O. Box 620
Grand Coulee, WA 99133
Phone 509-633-9233
Fax 509-633-9138
shess@pn.usbr.gov

Administrative POC:
Bryant Lyndaker
FA Officer
PN-3711
Address in Block 3
Phone: 208-378-5138
Fax; 208-378-2108
blyndaker@pn.usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative:
Kristen Martine
Program Manager
KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-3607
Fax 503-230-5699
kdmartine@bpa.gov

Administrative POC:
Peggy Simpson
Budget Analyst
FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data
A40 5222 6901 100 0000 1G10000 253H $ < -2,844.68 >
Line 002

Standard General Ledger-610A

8.a Total Amount of IA: $ 7,300,000.00 **(Estimated)**

8.b Funding Amounts

This Action:	**$ < -2,844.68>**
Previous Action(s):	**$ 4,244,086.66**
Total Funding:	**$ 4,241,241.98**

9. Remarks
This Modification No. 005 deobligates unused funding for FY08. All other terms and conditions remain unchanged.

Capital Assets? Yes___ No_X_

10. Submit Vouchers to: (See paragraph "9. Payment")
IPAC: Bill quarterly; submit supporting documents to Dr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; **BPA** 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name David Thomsett.
Title Contracting Officer
Signature David Thomsett
Date 1-12-10

12. Bonneville Power Administration Acceptance:

Print Name ADMINISTRATIVE MODIFICATION
Title NO SIGNATURE REQUIRED
Signature
Date

12/31/09 Deob in IDEAS-PO
by Sue Fraser

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

Reclamation IA No.: 1425-08-AA-1G-4883
BPA Agreement No.: 08GS-75266
Effective Period From: 10/01/2008 **To:** 03/01/2013
Modification No.: 004

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR)
Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist, GCP-1300
Grand Coulee Power Office.
P.O. Box 620
Grand Coulee, WA 99133
Phone 509-633-9233
Fax 509-633-9138
shess@pn.usbr.gov

Administrative POC:
Bryant Lyndaker
FA Officer
PN-3711
Address in Block 3
Phone: 208-378-5138
Fax; 208-378-2108
blyndaker@pn.usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative:
Kristen Martine
Program Manager
KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-3607
Fax 503-230-5699
kdmartine@bpa.gov

Administrative POC:
Peggy Simpson
Budget Analyst
FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data

25	U4P 5222 5010 546 2002 1G10000 253H	$1,122,156.67
26	A40 5222 6901 100 0002 1G10000 253H	$ 96,302.58
27	A40 5222 6902 100 0002 1G10000 253H	$ 560.75
28	U4P 0447 5201 535 0600 1G10000 253H	$ 146,283.66
29	A40 0447 6901 001 0004 1G10000 253H	$ 45,974.86
30	A40 0447 6903 100 0004 1G10000 253H	$ 8,359.07
31	A40 0447 6904 100 0004 1G10000 253H	$ 8,359.07

Standard General Ledger-610A

8.a Total Amount of IA: $ 7,300,000.00 **(Estimated)**

8.b Funding Amounts

This Action:	**$ 1,427,996.66**
Previous Action(s):	**$ 2,816,090.00**
Total Funding:	**$ 4,244,086.66**

9. Remarks
This Modification No. 004 provides funding for FY 2010 Cultural Resource activities.

All other terms and conditions remain unchanged.
Capital Assets? Yes___ No X

10. Submit Vouchers to: (See paragraph "9. Payment")
IPAC: Bill quarterly; submit supporting documents to Dr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; BPA 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name Terry K. Ford, Jr.
Title Contracting Officer
Signature [signature]
Date 12/15/09

12. Bonneville Power Administration Acceptance:

Print Name Michael E. Alder
Title O&M Program Manager
Signature Michael E. Alder
Date 1/7/09

1/26/2010 obligated
10 Ens
dT Thomsett

RECEIVED
JAN 19 2010

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

Reclamation IA No.: 1425-08-AA-1G-4883
BPA Agreement No.: 08GS-75266
Effective Period From: 10/01/2008 **To:** 03/01/2013
Modification No.: 003

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR) Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist, GCP-1300
Grand Coulee Power Office.
P.O. Box 620
Grand Coulee, WA 99133
Phone 509-633-9233
Fax 509-633-9138
shess@usbr.gov

Administrative POC
Bryant Lyndaker
Financial Assistance Officer
PN-3711
Address in Block 3
Phone 208-378-5138
Fax 208-378-2108
blyndaker@usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative
Kimberly St. Hilaire
Environmental Protection Specialist, KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-5361
Fax 503-230-5699
krsthilaire@bpa.gov

Administrative POC
Peggy Simpson
Budget Analyst;
FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data

18	U4P 5222 5010 546 2002 1G10000	253H	$ 18,923.77
19	A40-5222-6901-100-0002 1G10000	253H	$ 1,624.02
20	A40-5222-6902-100-0002 1G10000	253H	$ 9.46
21	U4P-0447-5201-535-0600 1G10000	253H	$ 2,539.43
22	A40-0447-6901-001-0004 1G10000	253H	$ 798.10
23	A40-0447-6903-100-0004 1G10000	253H	$ 145.11
24	A40-0447-6904-100-0004 1G10000	253H	$ 145.11

Standard General Ledger-610A

8.a Total Amount of IA: $ 7,300,000.00 (Estimated)

8.b Funding Amounts

This Action:	**$ 24,185.00**
Previous Action(s):	**$ 2,791,905.00**
Total Funding:	**$ 2,816,090.00**

9. Remarks
This Modification No. 003, 1)changes the BPA Technical Representative in **Block 6**, 2) Adds additional FY09 funding in **Block 8.b**

All other terms and conditions remain unchanged.
Capital Assets? Yes__ No X

10. Submit Vouchers to: (See paragraph "9. Payment")
IPAC: Bill quarterly; submit supporting documents to Mr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; BPA 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name Terry K. Ford, Jr.
Title Contracting Officer
Signature Terry Ford
Date 9/8/09

12. Bonneville Power Administration Acceptance:

Print Name Michael E. Alder
Title O&M Program Manager
Signature Michael E. Alder
Date 9/11/09

10/8/09 Obligated in IDEAS by Susie Kramer

RECEIVED
OCT 07 2009

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

Reclamation IA No.: 1425-08-AA-1G-4883
BPA Agreement No.: 08GS-75266
Effective Period From: 10/01/2008 **To:** 03/01/2013
Modification No.: 002

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR) Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist, GCP-1300
Grand Coulee Power Office.
P.O. Box 620
Grand Coulee, WA 99133
Phone 509-633-9233
Fax 509-633-9138
shess@usbr.gov

Administrative POC
Bryant Lyndaker
Financial Assistance Officer
PN-3711
Address in Block 3
Phone 208-378-5138
Fax 208-378-2108
blyndaker@usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative
Kimberly St. Hilaire
Environmental Protection
Specialist, KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-5361
Fax 503-230-5699
krsthilaire@bpa.gov

Administrative POC
Peggy Simpson
Budget Analyst,
FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data

15	U4P 5222 5010 546 2002 1G10000	253H	$	9,205.40
16	A40 5222 6901 100 0002 1G10000	253H	$	79.00
17	A40 5222 6902 100 0002 1G10000	253H	$	715.60

Standard General Ledger-610A

8.a Total Amount of IA: $ 7,300,000.00 (Estimated)

8.b Funding Amounts

This Action:	**$ 10,000.00**
Previous Action(s):	**$ 2,781,905.00**
Total Funding:	**$ 2,791,905.00**

9. Remarks

All other terms and conditions remain unchanged.
Capital Assets? Yes___ No_X_

10. Submit Vouchers to: (See paragraph "9. Payment")
IPAC: Bill quarterly; submit supporting documents to Mr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; BPA 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name Terry K. Ford, Jr.
ACTING FOR
Title Contracting Officer
Signature Dave K. Ford
Date 7/2/09

12. Bonneville Power Administration Acceptance:

Print Name Michael E. Alder
Title O&M Program Manager
Signature Michael E. Alder
Date 7/23/09

8/6/09
Obligated
in IDEAS
Mgr

RECEIVED
AUG 0 6 2009

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

Reclamation IA No.: 1425-08-AA-1G-4883
BPA Agreement No.: 08GS-75266
Effective Period From: 10/01/2008 **To:** 03/01/2013
Modification No.: 001

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR) Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist, GCP-1300
Grand Coulee Power Office.
P.O. Box 620
Grand Coulee, WA 99133
Phone 509-633-9233
Fax 509-633-9138
shess@pn.usbr.gov

Administrative POC:
Bryant Lyndaker
FA Officer
PN-3711
Address in Block 3
Phone: 208-378-5138
Fax; 208-378-2108
blyndaker@pn.usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative:
Kimberly St. Hilaire
Environmental Protection Specialist, KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-5361
Fax 503-230-5699
krsthilaire@bpa.gov

Administrative POC:
Peggy Simpson
Budget Analyst, FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data

8	U4P 5222 5010 546 2002 1G10000 253H	$1,082,478.00
9	A40 5222 6901 100 0002 1G10000 253H	$ 92,897.00
10	A40 5222 6902 100 0002 1G10000 253H	$ 541.00
11	U4P 0447 5201 535 0600 1G10000 253H	$ 144,297.00
12	A40 0447 6901 001d004 1G10000 253H	$ 45,351.00
13	A40 0447 6903 100 0004 1G10000 253H	$ 8,246.00
14	A40 0447 6904 100 0004 1G10000 253H	$ 8,246.00

Standard General Ledger-610A

8.a Total Amount of IA: $ 7,300,000.00 **(Estimated)**

8.b Funding Amounts

This Action:	**$ 1,382,056.00**
Previous Action(s):	**$ 1,399,849.00**
Total Funding:	**$ $2,781,905.00**

9. Remarks
Funding is provided for FY 2009 Cultural Resource activities.

All other terms and conditions remain unchanged.
Capital Assets? Yes ___ **No** X

10. Submit Vouchers to: (See paragraph **"9. Payment"**)
IPAC: Bill quarterly; submit supporting documents to Mr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; BPA 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name Terry K. Ford, Jr.
Title Contracting Officer
Signature [signature]
Date 01/30/09

12. Bonneville Power Administration Acceptance:

Print Name Michael E. Alder
Title O&M Program Manager
Signature Michael E. Alder
Date 2/2/09

4/17/09 obligated in IDEAS
MGM

INTERAGENCY ACQUISITION (IA)

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION (RECLAMATION)
PACIFIC NORTHWEST REGION
Form RO-293 Revised 01/03 (previous edition obsolete)

Reclamation IA No.: 1425-08-AA-1G-4883
BPA Agreement No.: 08GS-75266
Effective Period From: Date of Last Signature **To:** 03/01/2013
Modification No.: 000

1. Project Title
Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir

2. Authority
Economy Act of 1932, codified as amended at 31 U.S.C. § 1535.

3. Requesting Agency Name and Address
Bureau of Reclamation
Pacific Northwest Region
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234
Phone 208-378-5012
www.usbr.gov
DUNS: 07-298-3620 **TIN:** 84-102-4566

4. Bonneville Power Administration Name and Address
Bonneville Power Administration
Federal Hydro Projects
P.O. Box 3621
Portland, OR 97208-3621
Phone 503-230-3000
www.bpa.gov.
Street Address:
905 NE 11th Street
Portland, OR 97232-4169
DUNS: 04-300-3334 **TIN:** 93-033-4712

5. Requesting Agency IA Technical Representative (IATR) Name, Address (if different than Block 3), Phone, Fax, and Email

Technical Representative
Sean Hess
Archeologist, GCP-1300
Grand Coulee Power Office.
P.O. Box 620
Grand Coulee, WA 99133
Phone 509-633-9233
Fax 509-633-9138
shess@pn.usbr.gov

Administrative POC:
Tim Jones
Contract Specialist
PN-3727
Address in Block 3
Phone: 208-378-5113
Fax; 208-378-2108
tjones@pn.usbr.gov

6. Bonneville Power Administration Point of Contact Name, Address (if different than Block 4), Phone, Fax, and E-mail

Technical Representative:
Kimberly St. Hilaire
Environmental Protection Specialist, KEC-4
P.O. Box 3621
Portland, OR 97208
Phone 503-230-5361
Fax 503-230-5699
krsthilaire@bpa.gov

Administrative POC:
Peggy Simpson
Budget Analyst, FBBS-4
Address in block 4
Phone 503-230-3944
Fax 503-230-5699
psimpson@bpa.gov

7. Accounting and Appropriation Data

U4P 5222 5010 546 2002 1065000 253H	$1,107,225.00
A40 5222 6901 100 0000 1065000 253H	$ 95,021.00
A40 5222 6902 100 0000 1065000 253H	$ 553.00
U4P 0447 5201 535 0600 1065000 253H	$ 137,935.00
A40 0447 6901 0010000 1065000 253H	$ 43,351.00
A40 0447 6903 100 0000 1065000 253H	$ 7,882.00
A40 0447 6904 100 0000 1065000 253H	$ 7,882.00

Standard General Ledger-610A

8.a Total Amount of IA: $ 7,300,000.00 **(Estimated)**

8.b Funding Amounts

This Action:	**$ $1,399,849.00**
Previous Action(s):	**$ 0.00**
Total Funding:	**$ $1,399,849.00**

9. Remarks
This IA covers FY08.

All other terms and conditions remain unchanged.

Capital Assets? Yes ___ No X

10. Submit Vouchers to: (See paragraph "9. Payment")
IPAC: Bill quarterly; submit supporting documents to Mr. Sean Hess prior to initiating the IPAC.
NAICS: 221121 Electric Bulk Power Transmission/Control
FPDS PSC: B503 Study/Archeological-Paleontological
Treasury Symbol: 14x 0680 (no year funds)
ALC: Reclamation 14-06-0905; BPA 89-00-11401

11. Requesting Agency Authorized Signature:

Print Name Terry K. Ford, Jr.
Title Contracting Officer
Signature [signature]
Date 8/20/08

12. Bonneville Power Administration Acceptance:

Print Name Michael E. Alder
Title O&M Program Manager
Signature Michael E. Alder
Date 8/27/08

8/27/08 obligated in IDEAS

RECEIVED
AUG 27 2008

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Interagency Acquisition No.:	1425-08-AA-1G-4883
Title:	**Historic Properties Investigations at Lake Roosevelt and Hungry Horse Reservoir**
Requesting Agency:	Bureau of Reclamation (Reclamation)
Servicing Agency:	Bonneville Power Administration (BPA)

Through this IA, Reclamation requests, and BPA agrees:

1. Authority
This IA is entered into under the authority of the Economy Act, 31 U.S.C. § 1535, which permits a Federal agency to order supplies and services from another Federal agency when the conditions described at Section 1535 of the Act apply.

2. Background
By direction of Congress, BPA is the power marketing agency for the available (beyond our own facility needs) electrical power generated by the Pacific Northwest Region's (Region's) powerplants: 100% of the power generated at the Green Springs, Chandler, and Hungry Horse Powerplants; 95 to 100 % of the power generated at the Grand coulee Power Office; 60% of the power generated at the Southern Idaho Powerplants (Palisades, Black Canyon, Minidoka, and Anderson Ranch); and 50% of the power generated at the Roza Powerplant. Pursuant to the terms of the agreement entitle the "Direct Funding of Power Operations and Maintenance costs at Reclamation Projects" (Bonneville Document No. 96MS-95129; Reclamation Document No. 1425-6-AA-10-01150), hereinafter called the "Direct Funding Agreement" (or "DFA," see also Paragraph 3), BPA funds the Region's power-related operations and maintenance (O&M) expenses, and some power-related capital investment costs. As a result, both our annual budget request and our Congressional appropriations are reduced accordingly.

Reclamation and BPA (the agencies) have committed to complete mutually agreed-upon actions to address responsibilities under Section 106 of the National Historic Preservation Act for the effects of reservoir operation upon historic properties at Lake Franklin D. Roosevelt, Washington, and at Hungry Horse Reservoir, Montana. The specific nature of the actions to be taken to address operational effects are defined in the Programmatic Agreement for the Federal Columbia River Power System Hydroelectric Operations (finalized November 27, 1991), hereafter called the Intertie Development Unit Programmatic Agreement (IDU PA), and in the Columbia River System Operation Review's Final Environmental Impact Statement's Records of Decision (SOR RODs). Reclamation signed its SOR ROD on February 7, 1997, and BPA signed its on February 21, 1997.

The allocation of direct funded costs to BPA for Grand Coulee and Hungry Horse is determined by the multipurpose cost allocation in effect for each facility. Current power allocations to BPA for multipurpose costs are 92.054% at Grand Coulee Dam operations, and 70% for Hungry Horse Dam operations. Reclamation has made funds available to the Contracting Officer for its share of the costs of the cultural resources management activity under this Interagency Agreement.

BPA has awarded and administered the jointly-funded cultural resources contracts (to manage the historic properties at the reservoirs) on behalf of Reclamation since a Memorandum of Agreement (Reclamation Document No. 1425-8-MA-10-02260) for funds transfer was signed on June 15, 1998. That document, which actually should have been an interagency acquisition (IA) (also known as an "intergovernmental transfer" in OMB parlance), expired in December 2001. This original joint funding agreement was replaced on March 31, 2003, by Interagency Acquisition No. 1425-03-AA-10-3480. This Interagency Acquisition, which expired on March 1, 2008, was executed to properly allow the transfer of funds to BPA to accomplish the two agencies' joint purpose and responsibility, which had not been appropriately accomplished through the predecessor Memorandum of Agreement. This proposed successor Interagency Agreement seeks to continue this relationship.

3. Objective

This Interagency Agreement (IA) facilitates DFA funds transfer between the two Agencies for FCRPS cultural resources management work conducted in tandem by the two Agencies.

4. Responsibilities

a. <u>Reclamation will:</u>

(1) Participate in the Reservoir Cooperating Groups to define historic property management actions to address the commitments of the IDU PA and SOR RODs; and .

(2) Follow the procedures laid out in the DRAFT FCRPS Systemwide PA, should it be approved; and

(3) Provide written comments to reports, and other documents as requested, within 30 days of receipt.

b. <u>BPA will:</u>

(1) Take the lead in implementing procurement mechanisms for historic property management actions implementing the IDU PA or the SOR RODs; and

(2) Unilaterally perform routine contract administrative functions; and

(3) Organize and participate in the Reservoir Cooperating Groups in order to define appropriate historic property management actions.

(4) BPA will notify Reclamation within 14 days of any delays, changes, or funding transfers in contract status. In an emergency situations (such as the inadvertent discoveries of human remains or potentially significant historic properties, or unanticipated funding changes), Reclamation will be notified by e-mail or voicemail within 24 hours of BPA notification.

(5) Assure that deliverables are made available according to the schedule provided below; and

Deliverable	Due Date
Annual Summary for Each Contract	Jun. 1st of the following fiscal year
Quarterly Financial Spreadsheet showing actual and estimated expenditures by issued contract	Oct. 30th, Jan. 30th, Apr. 30th, and Jul. 30th
Annual Contract, signed and issued to contractors	Nov. 15th
Monthly/Quarterly Contractor Progress Reports	Last day of each month or quarter, as appropriate
Copies of Contractor Deliverables	Within 30 days of delivery to BPA
Annual Expenditure Report for FY completed	Nov. 15th

(6) Provide courtesy copies of IPAC billing information to the Grand Coulee Budget Officer, with notations for expenditures by reservoir; and

(7) Use shared funds to organize and implement meetings or symposia between interested parties, or fund participation by interested parties, but only with Reclamation's concurrence.

c. **Both agencies will:**

(1) Work together on the following items:

- Develop contract statements of work and budgets; and
- Review statements of work; and
- Select contractors; and
- Determine the acceptability of contract deliverables.

Note: Deliverables consist of the draft and final technical reports or other work products defined in the historic property management contract statements of work.

(2) Resolve disagreements between the BPA and Reclamation, or between the agencies and the Reservoir Cooperating Groups, concerning appropriateness or priority of historic property management actions according to the dispute resolution process cited in the Direct Funding Agreement.

5. Period of Performance

This IA is effective on the date of the last signature on the first page of the IA and remains in effect through March 1, 2013.

6. Date of Incurrence of Cost

BPA shall be entitled to reimbursement of costs incurred in an amount not-to-exceed **$1,399,849.00** between March 1, 2008, and the execution of this IA, which costs, if incurred after this IA had been entered into, would have been reimbursable under the provisions of this IA.

7. Budget
The estimated funding for all years is as follows:

Period	Estimated Cost
Current FY2008	$ 1,428,000.00
FY2009	$ 1,428,000.00
FY2010	$ 1,428,000.00
FY2011	$ 1,428,000.00
FY2012	$ 1,428,000.00
Total Estimated Cost	$ 7,140,000.00

8. Reservation of Funds
Reclamation has reserved fiscal year 2008 funds in the amount of **$ $1,399,849.00** to cover payment for services furnished under this IA. Funds obligated in any fiscal year will remain available through the termination date of this IA. It is expressly understood that Reclamation has no obligation to make payments for amounts in excess of those reserved.

Reclamation's obligation to reserve funds in subsequent fiscal years is contingent upon the availability of appropriated funds from which payment for IA purposes can be made. No legal liability on the part of Reclamation for any payment may arise until funds are made available to Reclamation's Contracting Officer, and until BPA receives notice of such availability, to be evidenced in writing to BPA by Reclamation's Contracting Officer.

9. Payment
Reclamation will reimburse BPA for actual costs in arrears using the Intra-governmental Payment and Collection (IPAC) method. BPA will initiate IPAC **billing on a quarterly basis** for costs incurred as authorized by this IA. Billing may not begin until both parties have signed this IA. However, billing may include costs incurred retroactive to the signing of this IA so long as such costs are otherwise reimbursable under the provisions of this IA.

a. BPA shall bill via IPAC and include the following information:

(1) Reclamation IA Number: **1425-08-AA-1G-4883**
(2) Modification Number (if applicable) **0**
(3) Reclamation Agency Location Code: **14-06-0905**
(4) Accounting/Appropriation/Cost Structure to be provided each fiscal year:
For Fiscal Year 2008: **(See Page No. 01 of RO-293, Block No. 7, Accounting and Appropriation Data)**
(5) Time period covered by the billing
(6) Name of BPA's administrative point of contact and phone number for billing information

b. BPA shall **send supporting documentation** for the IPAC billings to **Sean Hess,** Reclamation's Technical Representative, at the address shown in Block 5 on the first page of this IA, to facilitate Reclamation's verification of work performed and approval prior to the completion of the fund transfer. The IPAC supporting documentation shall:

(1) Indicate the IA number and modification number;
(2) Provide the project name;
(3) Include a copy of the IPAC billing; and
(4) Include a cost breakdown for the increment of work covered by the IPAC document.

For assistance with IPAC billings, contact Reclamation's Finance and Accounting Services, Review and Analysis Team, P.O. Box 25508, 84-27733, Denver, CO, 80225-0508, at telephone number 303-445-3450.

10. Property
Ownership of all property acquired with IA funds shall be vested in BPA or Reclamation and is subject to the condition that the property shall be used for the authorized purposes of the project only. Should BPA wish to take unrestricted ownership of any property acquired or to change the use of the facilities or real property so acquired, such transactions shall be governed by Federal Property Management Regulations.

Unless otherwise specified in this IA, no procurement of property shall be initiated until Reclamation approves, in writing, the statement of work developed jointly with the BPA and the selected contractor as per Section 4.c.(1) of this agreement. Reclamation authorizes the BPA to manage property purchased with IA funds in accordance with ASTM Property Management Standards and/or sound industry practices.

Disposition of property purchased with a unit acquisition cost of $5,000.00 or more will be mutually determined between BPA and Reclamation for each case within the applicable property regulations in which the purchase took place.

11. Modifications
Authority to modify an IA on behalf of Reclamation is expressly limited to Reclamation's Contracting Officer. Reclamation's Technical Representative does not have the authority to modify an IA.

This IA may be modified by a bilateral agreement between the parties. Any modification made to this IA shall be confirmed in writing by Reclamation's Contracting Officer prior to performance of the change. BPA assumes all risks, liabilities, and consequences of performing additional work outside the specified scope of work without prior written approval from Reclamation's Contracting Officer.

Reclamation's Contracting Officer may make changes to this IA by means of a unilateral modification to deal with administrative matters including the following: change in address, no-cost time extensions, the addition of previously agreed-upon funding, or de-obligation of excess funds at the expiration or termination of the IA. Additionally, a unilateral modification may be used by Reclamation if it should become necessary to suspend or terminate the IA.

12. Termination
Either party may terminate this IA upon 30 days advance written notice to the other party. Reclamation shall pay for all work which, in the exercise of reasonable diligence; BPA is unable to cancel prior to the effective date of termination. Payments made under this IA, including payments under this clause, shall not exceed the reservation of funds stated in the basic IA and any authorized modifications.

13. Resolution of Disagreements
Any dispute arising under this IA, which is not disposed of by agreement of the parties, shall be submitted jointly to the signatories of this IA. A joint decision of the signatories or their designees shall be the disposition of such dispute.

If the signatories are unable to jointly resolve a dispute within a reasonable period of time after submission of the dispute for resolution, the matter shall be submitted to the Reclamation Headquarters and BPA Headquarters (or their appointed designees) for resolution.

Pending the resolution of any dispute or claim pursuant to this paragraph, the parties agree that performance of all obligations shall be pursued diligently in accordance with the direction of the Reclamation signatory.

~ End of Document ~~

APPENDIX M
COOPERATING GROUPS (FY 2013)

FCRPS CULTURAL RESOURCE PROGRAM COOPERATING GROUP REPRESENTATION- APR. 2014

TRIBE or AGENCY	AUTHORIZED EMPLOYEE OR CONTRACTOR (indicate which)*	Employee	Contractor	NAME OF COOPERATING GROUP(S) REPRESENTED	LIMITATIONS (specify, if any)
USFS Columbia River Gorge National Scenic Area	Marge Dryden	X		Wana Pa Koot Koot	None
USFS	Jeff Walker Regional Archaeologists	X		Wana Pa Koot Koot	None
USFS	Waldo Walker	X		Wana Pa Koot Koot	None
USACE Portland District	Vanessa Van Der Borg (Archeologist)	X		Wana Pa Koot Koot	None
USACE Portland District	Jennifer Richman (FCRPS Attorney/NWP Deputy District Counsel)	X		Wana Pa Koot Koot	None
USACE Northwestern Division	Gail Celmer (FCRPS Program Mgr.)	X		Wana Pa Koot Koot Payos Kuus Cuukwe Albeni Falls Chief Joseph Libby	None
USACE Northwestern Division	Paul Cloutier (NWD Tribal Liaison)	X		Wana Pa Koot Koot Payos Kuus Cuukwe Albeni Falls Chief Joseph Libby	None
USACE Portland District	Mike Flowers (NWP Project Mgr./Archeologist)	X		Wana Pa Koot Koot	None
USACE Portland District	JR Inglis (NWP Tribal Liaison)	X		Wana Pa Koot Koot	None

FCRPS CULTURAL RESOURCE PROGRAM COOPERATING GROUP REPRESENTATION- APR. 2014

TRIBE or AGENCY	AUTHORIZED EMPLOYEE OR CONTRACTOR (indicate which)*	Employee	Contractor	NAME OF COOPERATING GROUP(S) REPRESENTED	LIMITATIONS (specify, if any)
USACE Portland District	Patricia Williams (Chief, Natural Resources Management Section	X		Wana Pa Koot Koot	None
USACE Portland District	Greg Webb Bonneville Project	X		Wana Pa Koot Koot	None
USACE Portland District	Kelly Thomas, The Dalles Project	X		Wana Pa Koot Koot	None
USACE Portland District	Anthony Schoenecker, John Day Project	X		Wana Pa Koot Koot	None
USACE Seattle District	Lawr Salo (NWS Project Mgr./Archeologist)	X		Albeni Falls Chief Joseph Libby	None
USACE Seattle District	Kara Kanaby (NWS Project Mgr./Archeologist)	X		Albeni Falls Chief Joseph Libby	None
USACE Seattle District	Rolla Queen (NWS Supervisory Archeologist)	X		Albeni Falls Chief Joseph Libby	None
USACE Seattle District	Lori Morris (NWS Tribal Liaison)	X		Albeni Falls Chief Joseph Libby	None
USACE Seattle District	Craig Brengle (Albeni Falls Project)	X		Albeni Falls	None
USACE Seattle District	Taylor Johnson (Albeni Falls Project)	X		Albeni Falls	None

FCRPS CULTURAL RESOURCE PROGRAM COOPERATING GROUP REPRESENTATION- APR. 2014

TRIBE or AGENCY	AUTHORIZED EMPLOYEE OR CONTRACTOR (indicate which)*	Employee	Contractor	NAME OF COOPERATING GROUP(S) REPRESENTED	LIMITATIONS (specify, if any)
USACE Seattle District	Skip Stonesifer (Chief Joseph Project)	X		Chief Joseph	None
USACE Seattle District	Crystal Baughman (Chief Joseph Project)	X		Chief Joseph	None
USACE Seattle District	Alana Mesenbrink (Libby Project)	X		Libby	None
USACE Seattle District	Eric Edwardson (Libby Project)	X		Libby	None
USACE Walla Walla District	Alice Roberts (NWW Project Mgr./Supervisory Archeologist)	X		Payos Kuus Cuukwe	None
USACE Walla Walla District	Scott Hall (NWW Archeologist)	X		Payos Kuus Cuukwe	None
USACE Walla Walla District	Rebecca Kalamasz (NWW Chief of Planning)	X		Payos Kuus Cuukwe	None
USACE Seattle District	Danielle Storey NWS Project Mgr./Archeologist	X		Albeni Falls Chief Joseph Libby	None
USACE Seattle District	Joshua Baltz Libby Dam	X		Libby Dam	None
Spokane Tribe of Indians	John Matt- Program Manager	X		Spokane Arm	None
Spokane Tribe of Indians	Leona Stanger- Admin Assistant	X		Spokane Arm	None
Spokane Tribe of Indians	James Harrison- Principal Investigator	X		Spokane Arm	None
Spokane Tribe of Indians	Chris Casserino- Project Archeologist	X		Spokane Arm	None
Spokane Tribe of Indians	Lynn Pankonin- Collection Manager		X	Spokane Arm	
Spokane Tribe of Indians	Gena Peone- Assistant Collections Manager	X		Spokane Arm	None

FCRPS CULTURAL RESOURCE PROGRAM COOPERATING GROUP REPRESENTATION- APR. 2014

TRIBE or AGENCY	AUTHORIZED EMPLOYEE OR CONTRACTOR (indicate which)*	Employee	Contractor	NAME OF COOPERATING GROUP(S) REPRESENTED	LIMITATIONS (specify, if any)
Spokane Tribe of Indians	Marie Flett- GIS	X		Spokane Arm	None
Spokane Tribe of Indians	Jackie Corley- Tribal Archeologist	X		Spokane Arm	None
Nez Perce Tribe	Patrick Baird	X		Payos Kuus Cuukwe	None
Nez Perce Tribe	Nakia Williamson	X		Wana Pa Koot Koot	None
National Park Service	Ray DePuydt	X		Grand Coulee Mainstem, Grand Coulee Spokane Arm	None
National Park Service	Ken Hyde	X		Grand Coulee Mainstem, Grand Coulee Spokane Arm	None
Montana SHPO	Stan Wilmoth	X		Hungry Horse, Libby	No travel funding
Kootenai National Forest	Cindy Hemry	X		Libby	None
Kalispel Tribe	Deane Osterman Executive Director, Natural Resources	X		Albeni Falls	None
Kalispel Tribe	Ray D. Entz Deputy Director, Natural Resources	X		Albeni Falls	None
Kalispel Tribe	Kevin J. Lyons Cultural Resources Program manager	X		Albeni Falls	None
Kalispel Tribe	John T Dorwin Project Archaeologist	X		Albeni Falls	None
Kalispel Tribe	Kendra Philmon Project Archaeologist	X		Albeni Falls	None
Kalispel Tribe	Francis Cullooyah Director, Cultural Department	X		Albeni Falls	None

FCRPS CULTURAL RESOURCE PROGRAM COOPERATING GROUP REPRESENTATION- APR. 2014

TRIBE or AGENCY	AUTHORIZED EMPLOYEE OR CONTRACTOR (indicate which)*	Employee	Contractor	NAME OF COOPERATING GROUP(S) REPRESENTED	LIMITATIONS (specify, if any)
Idaho Panhandle National Forest	Shawn Gibson Forest Archaeologist	X		Albeni Falls	None
Flathead National Forest	Gary Danczyk	X		Hungry Horse	None
Flathead National Forest	Timothy Light	X		Hungry Horse	None
Flathead National Forest	Lisa Keibler	X		Hungry Horse	None
Dennis Griffin	OR State Archeologist	X		Oregon Parks and Recreation Department	None
CTWSRO	Cultural & Heritage Committee Representative (maybe one of 6 individuals)	X		Wana Pa Koot Koot	None
CTWSRO	Robert A. Brunoe, GM Branch of Natural Resources	X		Wana Pa Koot Koot	None
CTWSRO	Elmer Ward, Planner, Branch of Natural	X		Wana Pa Koot Koot	None
CTWSRO	Kathleen Sloan, Cultural Resource Manager	X		Wana Pa Koot Koot	None
CTWSRO	Steve Jenevein, Archaeologist			Wana Pa Koot Koot	None
CTUIR	Teara Farrow Ferman	X		Wana Pa Koot Koot/Payos Kuus Cuukwe	None
CTUIR	Catherine Dickson	X		Pauos Kuus Cuukwe	None
CTUIR	Shawn Steinmetz	X		Wana Pa Koot Koot	None
CTUIR	Bambi Harrison	X		Wana Pa Koot Koot, Payos Kuus Cuukwe	None

FCRPS CULTURAL RESOURCE PROGRAM COOPERATING GROUP REPRESENTATION- APR. 2014

TRIBE or AGENCY	AUTHORIZED EMPLOYEE OR CONTRACTOR (indicate which)*	Employee	Contractor	NAME OF COOPERATING GROUP(S) REPRESENTED	LIMITATIONS (specify, if any)
CCT	Guy Moura – THPO and Program Manager	X		Grand Coulee Mainstem, Chief Joseph, Payos Kuus Cuukwe	None
CCT	Brenda Covington – Principle Investigator	X		Grand Coulee Mainstem	Subject to THPO review
CCT	Brent Martinez - Archaeologist	X		Grand Coulee Mainstem, Chief Joseph	Subject to THPO review
CCT	Jackie Cook – Collections Manager, Repatriation Officer	X		Grand Coulee Mainstem, Chief Joseph	NAGPRA, NHPA Subject to THPO review
CCT	Aaron Naumann – Principle Investigator	X		Chief Joseph	Subject to THPO review
CCT	Arrow Coyote – Principal Investigator	X		Payos Kuus Cuukwe	Subject to THPO review
Bureau of Reclamation	Derek Beery	X		Grand Coulee, Hungry Horse	None
Bureau of Reclamation	Sean Hess, Regional Archaeologist, Pacific Northwest Region	X		Grand Coulee, Hungry Horse	None
Bureau of Reclamation	Corey Carmack, Tribal Liaison, Columbia-Cascades Area Office	X		Grand Coulee, Hungry Horse	None
Bureau of Reclamation	Kristen Johnson, Attorney-Advisor, Office of the Solicitor, U.S. Dept. of the Interior	X		Grand Coulee, Hungry Horse	None
Bonneville Power Administration	Kristen Martine	X		Wana Pa Koot Koot, Payos Kuus Cuukwe, Chief Joseph, Grand Coulee, Albeni Falls, Libby, Hungry Horse	None

FCRPS CULTURAL RESOURCE PROGRAM COOPERATING GROUP REPRESENTATION- APR. 2014

TRIBE or AGENCY	AUTHORIZED EMPLOYEE OR CONTRACTOR (indicate which)*	Employee	Contractor	NAME OF COOPERATING GROUP(S) REPRESENTED	LIMITATIONS (specify, if any)
Bonneville Power Administration	Katherine Pollock	**X**		Grand Coulee	None
Bonneville Power Administration	Eric Petersen	**X**		Payos Kuus Cuukwe, Libby	None
Bonneville Power Administration	Greg Anderson	**X**		Wana Pa Koot Koot, Hungry Horse	None
Bonneville Power Administration	Melanie Wadsworth		**X**	Wana Pa Koot Koot, Payos Kuus Cuukwe, Chief Joseph, Grand Coulee, Albeni Falls, Libby, Chief Joseph	GIS Support and Assistance
Bonneville Power Administration	Kelly Phillips		**X**	Wana Pa Koot Koot, Payos Kuus Cuukwe, Chief Joseph, Grand Coulee, Albeni Falls, Libby, Chief Joseph	GIS Support, Note taking, Other Assistance as Needed
Bonneville Power Administration	Rebekah Pettinger	**X**		Wana Pa Koot Koot, Payos Kuus Cuukwe, Chief Joseph, Grand Coulee, Albeni Falls, Libby, Hungry Horse	None
Bonneville Power Administration	Anne Senters	**X**		Wana Pa Koot Koot, Payos Kuus Cuukwe, Chief Joseph, Grand Coulee, Albeni Falls, Libby, Hungry Horse	None

FCRPS CULTURAL RESOURCE PROGRAM COOPERATING GROUP REPRESENTATION- APR. 2014

TRIBE or AGENCY	AUTHORIZED EMPLOYEE OR CONTRACTOR (indicate which)*	Employee	Contractor	NAME OF COOPERATING GROUP(S) REPRESENTED	LIMITATIONS (specify, if any)
Bonneville Power Administration	David Kennedy	X		Wana Pa Koot Koot, Payos Kuus Cuukwe, Chief Joseph, Grand Coulee, Albeni Falls, Libby, Hungry Horse	None
Bonneville Power Administration	Nathan Dexter Power Services	X		Wana Pa Koot Koot, Payos Kuus Cuukwe, Chief Joseph, Grand Coulee, Albeni Falls, Libby, Hungry Horse	
Confederated Salish and Kootenai Tribes	Mike Durglo Sr.	X		Hungry Horse, Libby, Albeni Falls	None
Confederated Salish and Kootenai Tribes	Francis Auld	X		Hungry Horse, Libby, Albeni Falls	None
Confederated Salish and Kootenai Tribes	Ira L. Matt	X		Hungry Horse, Libby, Albeni Falls	None
Confederated Salish and Kootenai Tribes	Kevin Askan	X		Hungry Horse, Libby, Albeni Falls	None
Confederated Salish and Kootenai Tribes	Robert Fyant	X		Hungry Horse, Libby, Albeni Falls	Financial Informat only
Confederated Salish and Kootenai Tribes	Clarinda Burke	X		Libby	None
Confederated Salish and Kootenai Tribes	Loretta Stevens	X		Libby	No Decision making authority – Opinion to Supervisor

FCRPS CULTURAL RESOURCE PROGRAM COOPERATING GROUP REPRESENTATION- APR. 2014

TRIBE or AGENCY	AUTHORIZED EMPLOYEE OR CONTRACTOR (indicate which)*	Employee	Contractor	NAME OF COOPERATING GROUP(S) REPRESENTED	LIMITATIONS (specify, if any)
Confederated Salish and Kootenai Tribes	Council Members	X		Hungry Horse, Libby, Albeni Falls	None
Confederated Salish and Kootenai Tribes	Tony Incashloa	X		Hungry Horse, Libby, Albeni Falls	None
Confederated Salish and Kootenai Tribes	Patricia Hewankorn	X		Hungry Horse, Libby, Albeni Falls	None
Confederated Salish and Kootenai Tribes	Arlene Caye	X		Albeni Falls	No Decision Making Authority
Confederated Salish and Kootenai Tribes	David Matt	X		Hungry Horse, Libby, Albeni Falls	No Decision Making Authority
Confederated Salish and Kootenai Tribes	A'mak Kenmile	X		Hungry Horse, Libby, Albeni Falls	No Decision Making Authority
Confederated Salish and Kootenai Tribes	Wayne Lefthand	X		Hungry Horse, Libby, Albeni Falls	No Decision Making Authority
Wanapum Band	Rex Buck	X		Payos	None
Wanapum Band	Lela Buck	X		Payos	None
Bureau of Indian Affairs	Robert "Bob" Dach	X		Wana Pa Koot Koot, Payos Kuus Cuukwe, Grand Coulee	None
Washington Department of Archaeology and Historic Preservation	Rob Whitlam	X		Wana Pa Koot Koot, Payos Kuus Cuukwe, Chief Joseph, Grand Coulee	None
ID SHPO	Ethan Morton	X		Albeni Falls, Payos	None

FCRPS CULTURAL RESOURCE PROGRAM COOPERATING GROUP REPRESENTATION- APR. 2014

TRIBE or AGENCY	AUTHORIZED EMPLOYEE OR CONTRACTOR (indicate which)*	Employee	Contractor	NAME OF COOPERATING GROUP(S) REPRESENTED	LIMITATIONS (specify, if any)
Confederated Tribes and Bands of the Yakama Nation	Johnson Meninick	**X**		Wana Pa Koot Koot, Payos Kuus Cuukwe	None
Confederated Tribes and Bands of the Yakama Nation	Jon Shellenberger	**X**		Wana Pa Koot Koot, Payos Kuus Cuukwe	None
Confederated Tribes and Bands of the Yakama Nation	Gregg Kiona	**X**		Wana Pa Koot Koot, Payos Kuus Cuukwe	None
Coeur d'Alene Tribe	Jill Wagner	**X**		Albeni Falls	Cannot sign MOU/As without tribal council approval

- Other Lead Agency staff may attend meetings on an as-needed basis.

APPENDIX N

CULTURAL RESOURCE SUBCOMMITTEE CHARTER

Charter

Cultural Resources Subcommittee

Bonneville Power Administration
Bureau of Reclamation
U.S. Army Corps of Engineers

June 2015

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1.0 PURPOSE

This charter establishes the operating principles of the Cultural Resources Subcommittee (CRSC) of the Joint Operating Committee (JOC). The CRSC, comprised of three agencies, share management responsibilities for designing and implementing a program to address the adverse effects of operation of the Federal Columbia River Power System (FCRPS) on historic properties. CRSC provides a forum for Bonneville Power Administration (BPA), Bureau of Reclamation (BR) and the Corps of Engineers (COE) technical personnel to identify, discuss, and resolve historic properties program implementation issues. The main functions of the CRSC are as follows:

- Define long term goals and objectives for the program.
- Implement a system-wide historic properties management program which ultimately achieves compliance with legal requirements.
- Address program management issues.
- Establish system-wide standards for work performance and products.
- Develop and manage performance indicators and tracking systems.
- Monitor and report annual program accomplishments.
- Implement the 2009 Systemwide Programmatic Agreement that governs the program.
- Manage and track annual funding for system-wide and reservoir-level cultural resources activities.

2.0 PROCEDURES

The CRSC shall operate in a manner that is consistent with missions, operating plans, and legal authorities of the three agencies.

2.1 Membership

The following represents the core standing membership of the CRSC:

- 3 Co-Chairs who also serve as their respective Agency Program Managers (One each from BPA, BR, and COE)
- Agency Project Managers/Archeologists (BPA , BR , COE Portland District , COE Walla Walla District , COE Seattle District)
- Attorneys (COE, BPA, USDOI)

In addition to the standing members, other individuals may be invited to assist with specific issues relating to the mission of the CRSC. The Sub-committee members will discuss and approve invitation of others prior to their attendance at a given meeting.

2.2 Roles and Responsibilities

2.2.1 Subcommittee Co-Chairs

There are three co-chairs, each of whom also serves as the FCRPS cultural resources Program Manager for their respective agency. The Co-Chairs are responsible for recommending funding levels to the JOC; approving, allocating, and tracking annual budgets; participating in JOC meetings for the purpose of communicating plans, activities, and budget execution for the cultural resources program; ensuring Program goals and annual performance objectives are met; coordinating tasks with subcommittee members; resolving program issues at the Project and system-wide level or elevating program issues to the appropriate parties for resolution; and contracting tasks that benefit the Program system wide. The Co-Chairs are responsible for conducting meetings, attending executive-level briefings, and providing overall direction for the FCRPS cultural resources program.

2.2.2 Subcommittee Members

Subcommittee members are the Project Managers/Archeologists/Cultural Resource Specialists from the three agencies who are responsible for implementation of the cultural resources program at the 14 FCRPS reservoirs. As standing members of the CRSC, they are responsible for contributing their individual and regional expertise to tasks as organized by the Co-Chairs and the JOC. The members are responsible for defining and achieving annual performance objectives, planning work to achieve Program goals, preparing written technical materials or oral presentations, and managing the eight Project Cooperating Groups.

Members are expected to attend each scheduled meeting to facilitate communication and decision making, or to send an alternate.

2.3 Meetings

The CRSC will function as a working group and as such will adopt a flexible meeting process. Meetings will be held as frequently as necessary to conduct business, but not less than quarterly. Meetings will be supplemented by teleconferences, as required. The quarterly schedule will be determined by the Co-Chairs and provided to the CRSC members prior to the beginning of the fiscal year. The Co-Chairs will see that agendas are distributed one month prior to quarterly meetings with sufficient description of each item to identify responsibilities.

The goal of the CRSC is to reach all decisions by consensus. This will be done in an atmosphere that fosters full and open discussion and includes the sincere effort of each standing member to consider the views of the other members. If consensus is not reached by the full membership, the Co-Chairs may make a decision based upon consensus among them. If the Subcommittee and Co-Chairs do not reach consensus, then the differing views will be presented to the JOC Co-Chairs and appropriate supervisory chain within each agency.

The CRSC shall designate a note taker for each meeting. Note taker duties shall be rotated among the members if a dedicated note taker is not available. Draft notes, including action items, shall be disseminated to all members for review and comments. Records of all CRSC meetings shall be maintained in the BPA, BR and COE official files and meeting notes shall be posted on the BPA FCRPS website.

2.4 Action Items

The CRSC will maintain a list of pending action items and the member(s) responsible for completing them. The items will be reviewed at each work group meeting and the status of any key items will also be reported to the JOC.

3.0 List of Standing Members as of March 2015

Name	Organization	Phone	Email
Kristen Martine	BPA - Co-Chair	503-230-3607	kdmartine@bpa.gov
Sean Hess	BR- Co-Chair	208-378-5316	shess@usbr.gov
Gail Celmer	COE - Co-Chair	503-808-3850	gail.c.celmer@usace.army.mil
Derek Beery	BR – Project Mgr./Archeologist	(509) 633-9233	dbeery@usbr.gov
Katherine Pollock	BPA - Project Mgr./Archeologist	503-230-3768	khpollock@bpa.gov
Eric Petersen	BPA - Project Mgr/Archeologist	503-230-3786	ecpetersen@bpa.gov
Kelly Phillips	BPA – GIS Technician/Archeologist	(503) 230-4507	kmphillips@bpa.gov
Greg Anderson	BPA-Project Mgr/Archeologist	(503) 230-4721	gmanderson@bpa.gov
Melanie Wadsworth	BPA – GIS Analyst	(503) 230-5143	mlwadsworth@bpa.gov
Vanessa Van der Borg	COE Portland District - Archeologist	503-808-4684	Vanessa.VanDerBorg@usace.army.mil
Mike Flowers	COE Portland District - Project Mgr.	503-808-4762	michael.a.flowers@usace.army.mil
Kara Kanaby	COE Seattle District – Project Mgr./Archeologist	206-764-6857	Kara.M.Kanaby@usace.army.mil
Lawr Salo	COE Seattle District – Project Mgr./Archeologist	206-764-3630	lawr.v.salo@usace.army.mil
Ashley Dailide	COE Seattle District – Project Mgr./Archeologist	(206) 764-6942	Ashley.M.Dailide@usace.army.mil
Bryan Guevin	COE Seattle District – Project Mgr./Archeologist	206-764-3634	bryan.l.guevin@usace.army.mil
Rolla Queen	COE Seattle District – Archeologist	(206) 316-3096	Rolla.L.Queen@usace.army.mil
Alice Roberts	COE Walla Walla District - Project Mgr./Archeologist	509-527-7274	alice.k.roberts@usace.army.mil
Rebekah Pettinger	BPA - Attorney	503-230-4306	rspettinger@bpa.gov
Anne Senters	BPA – Attorney	503-230-4998	aesenters@bpa.gov

Jennifer Richman	COE Portland District – Attorney	503-808-4863	jennifer.r.richman@usace.army.mil
Kristen Johnson	USDOI - Attorney-Advisor	202-208-4583	Kristen.johnson@sol.doi.gov

APPENDIX O

OPERATING GUIDELINES FOR FCRPS COOPERATING GROUPS (EXAMPLE)

EXAMPLE

OPERATING GUIDELINES
FOR FCRPS CULTURAL RESOURCE COOPERATING GROUPS

Purpose:

The Cooperating Group [CG] is to serve as a regular forum in support of intergovernmental communications between interested federal, state, tribal, and local governments for the purpose of exchanging views, technical information, and planning advice relating to the management and implementation of the FCRPS cultural resources program of the [Army Corps of Engineers or Bureau of Reclamation] and the Bonneville Power Administration under section 106 of the National Historic Preservation Act.

Scope:

The [Corps or Reclamation] retains all of its authority and discretion as the federal land manager to make decisions regarding implementation of activities to meet NHPA. The individual participants in the CG may provide advice and suggestions as to planning and management priorities in relation the agency's implementation of the section 106 process under the NHPA as it relates to FCRPS operations. This may include assistance to the federal land managing agency as that agency determines the area of potential effect, identifies historic and cultural properties, assesses the effects of FCRPS operations on the properties, and determines the appropriate treatment, budget and timing of implementation. Determinations as to contracting matters are generally not within the scope of the CG.

Participants:

In addition to the chartering agencies (the Corps or the Bureau, and BPA), invited participants are limited to federal officials and elected officers of State, local, and tribal governments acting in their official capacities, or their designated employees with authority to act in their behalf.

The following governmental entities and their employee representatives are specifically invited to participate:
Federal: [list]
State: State Historic Preservation Officer
Tribal: [list tribes]
Local:
Note taker

Other federal, state, tribal, or local government representatives may seek participation by contacting the chartering agencies.

Non-employee contractors or other individuals assisting a participating government may attend provided they attend with a government employee. If a participant seeks to send a non-employee representative to an CG meeting in lieu of an employee, the participant must provide the Chair/Project Manager with a written authorization for the non-employee to attend, which confirms the non-employee has been designated to attend, has authority to act on behalf of the participant, and lists any limitations in the scope of that authority. Unless such written authorization indicates a lesser period, the duration of the authority will be no more than one year from the date of the authorization.

Individuals who are not government employees, or who do not have written authorization to attend per the above, are not authorized to participate in the CG. Other opportunities for involvement in the section 106 process for FCRPS operations will be provided. The Chartering Agencies may invite individuals to attend to provide information or other presentations, but such individuals would not be participants in the group.

Chair/Project Manager:

The chartering agencies serve as the coordinator for the Cooperating Groups, and will designate a contact person to serve as Project Manager or Chair. If a Chair is designated by the group who is not a chartering agency representative, then the agency Project Manager will work with the Chair to accomplish CG meeting tasks.

Meetings:

Meetings will be held at least 4 times per year, at locations to be determined. Notice of the meetings will be provided by the Chair/Project Manager through e-mail notice to the identified representatives of the invited participants. Meeting notes will be taken at every meeting and will be distributed to participants for comment prior to the next scheduled meeting.

Funding:

Participation in the Reservoir Cooperating Group is voluntary, and participants are generally expected to pay their own way. Limited funding in support of tribal government participation (travel costs) may be available through BPA. If participation is not fiscally feasible for any participant, alternative means of becoming informed and providing review and comment to the Corps/Reclamation and BPA regarding section 106 NHPA planning will be offered.

Agendas:

The Coordinator will circulate the agenda for the meetings in the e-mail notice of the meeting. Additional agenda items may be suggested, but the chartering agencies make the final determination as to agenda items.

Meetings Rules:

The Chair/Project Manager will run the meeting. Consensus recommendations from the Group to the chartering agencies on any agenda item are encouraged, but not required. Discussions are encouraged to be open and candid, however, all participants are expected to participate in good faith, with mutual respect for all participants. The chartering agencies reserve the right to exclude any participant representative who is disruptive or disrespectful.

Confidentiality:

The chartering federal agencies will seek to protect any sensitive information from public disclosure pursuant to federal laws. Participants considering discussing confidential information should alert the Chair/Project Manager first who may recommend deferral or a separate consultation outside the Cooperating Group meeting.

Dispute Resolution

If a participating member government has a dispute with the Chartering Agencies concerning the need, extent, appropriateness, priority or funding of historic property management actions, the disputing member government and the Chartering Agencies shall use their best efforts to resolve the dispute in an informal fashion through consultation and communication or other forms of mutually acceptable non-binding alternative dispute resolution. If disputes cannot be resolved informally, then they shall be elevated to appropriate levels within each agency or Tribe for resolution.

Termination:

Membership in a Cooperating Group may be terminated by the chartering agencies or participating organization at any time, with 30 days written notice

APPENDIX P

ANNUAL REPORT TABLE GUIDELINES

FCRPS Cultural Resources Program
Annual Report under the Systemwide PA

Instructions for Completing Tables & Appendices

GENERAL GUIDANCE

This guidance is intended to define reporting categories so that responses are consistent between and within the agencies when preparing the annual report required under the FCRPS Systemwide PA. Much of the following information came from a CRSC meeting held September 21-22, 2010. Although the format and content of the tables and appendices will largely be the same each year, the report does require some flexibility. Tables may be deleted, revised or added as required to address compliance needs over the long term.

DRAFTING PROCESS

A report technical editor (from one of the three lead agencies) is assigned annually to compile the Annual Report. The technical editor will provide tables from last year's report to each responsible agency Project Manager (PM) during the November-December timeframe. PMs will then update tables and appendices for their respective dams/reservoirs by early January each year and submit this information to the technical editor. Narrative text between tables will be developed by the technical editor. The draft report is then compiled by the editor and one of the assigned Program Managers and reviewed internally during January – March. FCRPS Cooperating Groups are also given the opportunity to review the final draft during February. Appropriate policy-level representatives from each of the three agencies will then review/approve the document and sign a 3-agency transmittal letter which is normally mailed from BPA. According to the terms of the Systemwide PA, the final Annual Report is distributed to consulting parties by **March 31** each year.

REPORTING PERIOD

For each report, the reporting period is October 1 through September 30 of the previous fiscal year. **Only completed activities (e.g. completed fieldwork) and final reports are to be counted and included in the report tables.** Ongoing work (e.g. unfinished fieldwork) and draft reports can be mentioned in individual Project appendices but are not to be included in the tables.

MISCELLANEOUS GUIDANCE

- Use footnotes below tables when necessary to explain numbers. Please check footnotes from last year's report to make sure information is still current. If not, delete.
- If possible, please complete any category labled "NA" or "Unknown" in last year's report.
- When a table category represents a cumulative figure, "cumulative" will be noted in the table or column heading. If "cumulative" is not noted, this means data are for the current reporting period only.
- **Please explain any numbers that do not make sense** when compared to last year's report. E.g. Project acreage or APEs that change drastically in size, cumulative survey acreage which decreases instead of increases, total sites recorded which decrease instead of increase, etc.
- Please ensure that numbers are consistent between tables. E.g. "Total Project Acreage" should be the same when this same category of information is used in two tables.

Table 1. Total Project and Area of Potential Effect Acres in FY XX

Total Project Acres (Fee & Easement Lands): This figure should include all Corps/Reclamation controlled fee and easement acres that are permanently or periodically inundated, and/or extend above the maximum pool but are not submerged. The figure should include all Corps/Reclamation administered lands currently defined as Project lands, and may include some long term leases (please check with Corps real estate staff and note when long term lease lands are included in the total Project acres). An explanation for what lands are included should be provided in the Project Appendix.

APE Acres: Please include this number if available. The figure should include the "Total Project Acres", and *exclude* the original river course. It may include areas outside Project lands if the APE has been determined to extend beyond those lands.

APE Acres Ordinarily Accessible for Survey: This is the APE *excluding* the following: the original river course, areas where slope is greater than 30%, non-federal lands where access can't be obtained, and the area below the "conservation pool" elevation (the lowest operational elevation a Project can be drawn down to) for Corps Projects.

APE Mapped: Note whether the APE is depicted on a map. Any relevant GIS data should be described in the Project Appendix.

Table 2. Acres Inventoried for Archeological Sites and Standing Historic Structures as of FY XX

Total Project Acres (Fee & Easement Lands): Copy from Table 1.

Total APE Acres: Copy from Table 1.

APE Acres Ordinarily Accessible for Survey: Copy from Table 1.

***Cumulative Total APE Acres Surveyed as of previous fiscal year:** number is cumulative and includes FCRPS funded work and work performed with other funding sources. This number is taken from the previous year's annual report.

*** Acres Surveyed with FCRPS Program Funds in FY XX:** Includes all new survey that was conducted to identify archaeological sites and historic structures in FY. Do not include acres for survey performed that constitutes *resurvey* of previously inventoried areas.

*** Acres Resurveyed with FCRPS Program Funds in FY XX:** Includes acres inventoried for archaeological sites and historic structures in FY where survey has taken place previously. Include only FCRPS-funded work. Provide the reason the area was resurveyed in the Project Appendix.

*** Total Project Acres Surveyed as of FY XX (cumulative):** Cumulative number of acres surveyed to date (FCRPS and non-FCRPS funded work) for archaeological sites and historic structures or surveys performed to identify any combination of these sites.

** Explanations for how survey/resurvey acreages were generated should be provided in Project Appendices. Include all available data and a statement explaining methodological uncertainty. Explain any discrepancies between current year totals compared to previous years. E.g. if cumulative acreage totals are less than last year, please explain in the Project appendix.*

Table 3. Archeological and Historic Sites Documented in FY XX

Total Number of Sites Documented as of previous fiscal year (cumulative): Use number in last year's report.

Number of New Sites Documented with FCRPS Program Funds in FY XX: Report number of sites documented through FCRPS-funded efforts in FY XX.

Number of New Sites Documented with non-FCRPS Program Funds in FY XX: Report number of sites documented through non-FCRPS funded sources on Project lands (e.g., regulatory projects, highway projects, other agency surveys, etc).

Total Number of Sites at Project as of FY XX (cumulative): This figure should include the total number of sites documented as of the end of FY (include all FCRPS and non-FCRPS funded work). Please update this number and provide an explanation in the appropriate appendix if totals are less than last year.

Table 4. Determinations of Eligibility Completed for Individual Sites in FY XX

Determinations for: Sites Eligible (individually, or contributing to a District or Multiple Property Listing)
FCRPS Funded: Total number of sites determined eligible in FY with FCRPS funding. Include individual sites determined eligible through consensus determinations with SHPO/THPO,and those with formal determinations of eligibility with the Keeper. Also include sites that are contributing elements to a National Register District or Multiple Property Listing.
Non-FCRPS Funded: Same as above, but include only sites determined eligible with *non-FCRPS* funding sources.
Total No. (cumulative): Total number of sites determined eligible in previous annual report and current FY (cumulative).

Determinations for: Sites Not Eligible (individually, or those w/in a District/Multiple Property Listing that are non-contributing
FCRPS Funded: Total number of sites determined *not eligible* in FY10 with FCRPS funding. Include individual sites determined *not eligible* through consensus determinations with SHPO/THPO, and those with formal determinations of eligibility with the Keeper. Also include sites that are *non-contributing* elements to a National Register District or Multiple Property Listing.
Non-FCRPS Funded: Same as above, but include only sites determined eligible with *non-FCRPS* funding sources.
Total No. (cumulative): Total number of sites determined *not eligible* in previous annual report and current FY (cumulative).

Total No. of Sites for which Determination of Eligibility Needs to be Completed: This number should be the total number of sites (see next entry), minus the total number of sites determined eligible and the total number of sites determined not eligible. If it's not, please explain why in the Project Appendices or in a footnote.

Total No. Sites at Project as of FY XX (cumulative): Total cumulative number of sites at the Project as of the end of FY. Include sites identified with all funding sources. This number should be consistent between Table 3 and Table 4.

Table 5. Individual, District and Multiple Property Listings in FY XX

All numbers in this section are cumulative. If sites are listed individually, or as part of a District or Multiple Property listing in FY *with FCRPS funds*, please note this in the Project Appendices.

Total No. Individual Sites Listed:
Previous FY: All sites listed on the National Register of Historic Places as included in previous Annual Report. Include sites listed with all funding sources.
Current FY: All sites listed on the National Register of Historic Places in FY. Include sites listed with all funding sources.

Total No. District Listings:
Previous FY: All District listings completed as included in previous Annual Report. Include Districts listed with all funding sources.
Current FY: All District listings completed in FY. Include Districts listed with all funding sources.

Total No. Multiple Property Listings:
Previous FY: All Multiple Property listings completed as included in previous Annual Report. Include Multiple Property Listings accomplished with all available funding sources.
Current FY: All Multiple Property listings completed in FY. Include Multiple Property Listings accomplished with all available funding sources.

Total No. National Historic Landmarks:
Previous FY: All National Historic Landmarks listed in previous Annual Report. Include those accomplished with all available funding sources.
Current FY: All National Historic Landmarks listed in FY. Include those accomplished with all available funding sources.

Table 6. FY XX FCRPS Funded Work Supporting Determinations of Eligibility

Figures in this table should reflect DOE work conducted to support determinations of eligibility for all types of sites in FY (archeological, historic, and HPRCSITs/ TCPs).

Sites Tested in FY - FCRPS Funded: Report the number of archeological and historic sites field tested in FY with FCRPS funding.

Sites Tested in FY - Non-FCRPS Funded: Report the number of archeological and historic sites field tested in FY with other (non-FCRPS) funding sources.

Total No. Sites Tested (cumulative): This section is divided into two reporting categories. Report the total number (cumulative) of site tested as of the end of the previous FY, and the cumulative number of sites tested as of the end of current FY in the appropriate columns.

No. Sites for which Background Research was Conducted in FY XX: Report the total *number of sites* (archeological, historic, or HPRCSITs/TCPs) for which background or archival research was performed in FY.

No. of Ethnographic Studies Conducted in FY XX (includes oral history interviews, translation, & transcription): This category is self explanatory. Report the number of broad (multi-site or Project) studies performed. If ethnographic work was also reported in the "No. Sites for which Background Research was Conducted in FY" category, state this in the appropriate Project Appendix or footnote.

Other: Report any other activities performed in support of DOEs, and describe them in the appropriate Project Appendix.

Table 7. Sites Monitored in FY XX

This section applies to monitoring conducted in the *current FY only*. Do not include cumulative (previous years) monitoring efforts.

No. Previously Documented Sites Monitored in FY w/ FCRPS Funds: (Note: Previously Documented = Previously Recorded) This is the total number of sites monitored for any purpose (condition assessment, mitigation, etc.) in FY with FCRPS funding.

No. Previously Documented Sites Monitored in FY w/ Non-FCRPS Funds: This is the number of sites monitored in FY w/ non-FCRPS funding sources. This category was added primarily for burial monitoring at Lake Roosevelt and is optional for other Projects.

Total No. Previously Documented Sites Monitored in FY: This is the total number of sites monitored in FY with all funding sources.

Total No.of Site Documentation Updates in FY: Include state site form updates and/or monitoring forms completed.

FY XX Total Number of Sites with Noted Physical Changes: Include any impacts noted (negative or positive) since site was last monitored. This includes additional erosion, vandalism; also positive changes due to stabilization, graffiti removal, etc. Note whether changes are positive or negative in footnotes or in Project appendices.

Table 8. FY XX Annual Maintenance Cost of Stabilization Projects

Project & Site Number: Project is Federal reservoir name. Site number is Smithsonian number.

Maintenance Costs FY XX: total cost devoted to structural repair, re-vegetation, irrigation installation/repair, monitoring, preparation of monitoring plans, topographic surveys, or any other activity required to keep *existing* site or shoreline stabilization projects functioning as intended. Costs can be further explained in a footnote or in Project appendices.

Table 9. Collections Curated with FCRPS Funds in FY XX

Most categories in this table are self explanatory. Explain any changes from last year's report in the appropriate Project appendix (e.g. increase or decrease in total volume of artifacts or records, new collections, new curation agreements,etc.).

Collections Treated in FY: Figure should include the number of collections reorganized, re-housed, or that have experienced housing upgrades in current FY.

FY XX Curation Costs: annual cost charged by curation facility in previous FY and current FY. Include only curation costs paid with FCRPS funds.

Newly Curated Collections in FY: include number of new collections derived from Project lands that were added to the curation facility.

Table 10. FY XX Activities at FCRPS Dams and Reservoirs that Contributed to ARPA Compliance

Include only current FY numbers and only include FCRPS funded work.

Table 11. NAGPRA Section 3 Actions in FY XX – Inadvertent Discoveries Associated with Project Operations

Include total number of Native American burial discoveries by reservoir during the current FY only. For security reasons, site designation, exact location, and photos should not be included. .

Table 12. Routine Activities Under the FCRPS Systemwide PA that Do Not Require Section 106 Consultation

Report the total number of times a routine activity in Attachment 6 of the Systemwide PA was used, by individual Project. Include activities funded by all sources (FCRPS and non-FCRPS), and elaborate on the activities (and funding) in the Project Appendix. Routine maintenance activities are tracked differently by reservoir and by operating agency. For the Corps Projects, this number is usually equal to the number of cultural resources reviews conducted for minor activities during the FY.

Table 13. Status of Project Historic Property Management Plans and Project-Specific Agreements

Date Current HPMP: indicate year when the most current HPMP was finalized.

HPMP Update in Progress: check box if an updated HPMP is currently being drafted but has not been finalized under the requirements of the 2009 Systemwide PA.

PSPA in Progress: check box if a Project Specific PA is currently being drafted but has not been finalized under the requirements of the 2009 Systemwide PA.

Date PSPA Completed: Indicate date when the Project Specific PA was finalized and signed under the requirements of the 2009 Systemwide PA.

Table 14. FCRPS Cultural Resources Expenditures in FY XX

This table is self-explanatory and shows obligations and expenditures by agency during the current FY. Cumulative expense column is based on totals in previous fiscal year reports beginning in FY 1999 when record keeping was initiated. Systemwide expenses denote those FCRPS funds administered solely by BPA for the purpose of Systemwide activities such as funding associated with conferences, meetings, systemwide databases, tribal travel (Corps Projects) and other activities that benefit the system as a whole and are not tied to one particular dam/reservoir. Systemwide expenses are part of total program funding.

Table 15. Supporting BPA Staff Participation in FY XX

This table includes expenses for BPA staff salaries, travel, supplies, and training. These costs are not charged to FCRPS Cultural Resources Program joint funds. Corps and Reclamation staff participation costs are included in Table 14 within total obligations and expenditures columns.

Appendices A. – D. Contributors, Definitions, Co-op Group Participants, HPMP List

Self explanatory. Please review to make sure these appendices are current.

Appendix E. Reports and Products Pertaining to Historic Properties of Religious and Cultural Significance to Indian Tribes (HPRCSITs) and Traditional Cultural Properties (TCPs) by Project

This table contains a listing and description of all previous and current efforts to identify, evaluate and treat HPRCSITs or TCPs related to the undertaking as of the end of the reporting FY. Due to the size of this table, it will only be published periodically (every 2-3 years). However, PMs are expected to keep the list updated for their reservoirs. (Note: when Appendix E is published, the same reports may be seen in both this Appendix and Appendix F which lists final reports received during the FY).

Appendix F. FY XX Final Deliverables

List only final contract deliverables received during the reporting FY. Include final deliverables produced with FCRPS funds and received during the reporting year regardless of the year the contract was awarded.

Draft reports, and any other draft deliverable received during the FY (i.e. brochures, DVDs, memos, GIS data, or other types of raw data) should be described in the appropriate Project Appendix, but not included in the final report list.

Appendices G. – Q. Individual Project Narrative Information

This section is formatted into specific categories so that comparable information is included for each of the fourteen dams/reservoirs. Most categories are self-explanatory. These appendices highlight specific accomplishments for each Project and are the appropriate place to include any special explanations for numbers in the report tables. Appendices can include reference to draft products or on-going work that is not yet completed. Please include any photos that show important work conducted during the FY. Please do not list final reports received in the Project appendices G - Q. *Final deliverables should be placed in Appendix F.*

APPENDIX Q
ACTIVITIES INCLUDED/NOT INCLUDED IN PROGRAM

ACTIVITIES INCLUDED IN FCRPS CULTURAL RESOURCE MANAGEMENT PROGRAM

The program is designed to address the effects of project operations on historic properties within the APE. The following list shows what kinds of historic properties management activities are normally funded under this program. Any activity that may require a disproportionate amount of annual funding will be taken to the Co-Chairs of the Cultural Resources Subcommittee for discussion, then to the appropriate agency Joint Operating Committee for decision on funding source.

Class of Management Action and Compliance Function	Activities
1. Historic Property and Archaeological Site Management	Agency support including, but not limited to, contract development and management, site protection plans, historic property management plans, project master plans and operation management plans, FCRPS CRM program guidance and technical support for JOC/CR Subcommittee, technical and administrative records and report management, GIS input and maintenance, special law enforcement, recreation management
Develop context for determining National Register eligibility	Archaeological, historical, environmental and ethnographic documentary and archival research on region and locality, including study of curated collections. Determine actual real estate boundaries at sites and acquire access or rights to support CRM work. Develop preliminary GIS layer (and ground-truth, update and maintain through all subsequent phases.
Carry out field inventory of properties	Inventory, survey or reconnaissance contracts. Can include mapping and aerial photography.
Evaluate National Register eligibility and determine project effect	Evaluation contracts (test excavations; remote sensing; historic documentation, oral history; study and write-up of curated collections)
Develop and apply treatment to preserve characteristics that make properties eligible	Stabilize and control erosion at archaeological sites, including geological and engineering investigations. Recover archaeological data by

	excavation and document and publish results. Record historic structures with HABS/HAER procedures. Restore, stabilize or adapt historic structures for re-use. Support law enforcement to prevent or respond to vandalism (ARPA , Title 36). Curate collections, including engineering and architectural support for facility conversions, collections stabilization and upgrading and annual funding of maintenance contracts. Study and report on curated collections from key archaeological sites affected by projects. Develop and maintain interpretive exhibits (online, visitor centers, schools, museums, traveling exhibits) and educational programs.
2. Traditional Cultural Property Management	See activities in No. 1 above
Develop context for determining National Register Eligibility	Conduct general ethnohistoric and ethnographic research on particular tribes, traditional groups or communities. Develop preliminary GIS layer (and ground-truth, update and maintain through all subsequent phases).
Carry out field inventory of properties	TCP survey using: ethnographic archival investigations; oral histories with informant site visits
Evaluate National Register eligibility and determine project effect	TCP survey contracts, including directed interviews with Elders.
Develop and apply treatment to preserve characteristics that make properties eligible	Protect, relocate, or repatriate threatened rock art Preserve information on archival media and curate collections. Input to regional TCP trail preservation initiatives. Develop and maintain interpretive exhibits (on-line, visitor centers, schools, museums, traveling exhibits) and educational programs.

	Incorporate appropriate protections into agency land management policies, procedures and documents.
3. Inadvertent Discoveries	Recovery, analysis and reporting of inadvertent discoveries under 36CFR800.13 and initial determinations under NAGPRA, Section 3, that are the result of project operations and maintenance.

TYPES OF ACTIVITIES NOT INCLUDED IN FCRPS CULTURAL RESOURCE MANAGEMENT PROGRAM

The following list identifies activities that normally would not be funded under the FCRPS Historic Properties Management Program. Exceptions to any of the excluded activities may be required. Exceptions may be taken to the Co-Chairs of the Cultural Resources Subcommittee then to the appropriate agency Joint Operating Committee for resolution. The following activities are normally **Not** included in this Program:

- new construction requiring special administrative or legislative approval (Construction General and large capital projects)
- real estate actions such as maintenance of historic dams, surveys for outgrants and licenses, land acquisitions and excessions
- Native American Graves Protection and Repatriation Act summaries, inventories and repatriation under Sections 5, 6, and 7 of NAGPRA
- cemetery relocations, maintenance and establishment
- Corps Section 10/404 Regulatory Permits
- Archeological Resources Protection Act Permits. (Other ARPA related activities, e.g., patrolling, monitoring, damage assessments, may be reviewed on a case by case basis for appropriate funding source.)
- recreation activities, e.g., construction and maintenance of fences, signs, docks, trails, roads, beaches, restrooms, and landscaping.
- navigation (non-joint activities)

APPENDIX R
PROGRAM ANNUAL SCHEDULE

FCRPS Cultural Resource Program Schedule

Activity	Responsible Party	Timing	Notes
Five-Year Action Plan	Co-Op Group	Update annually, preferably in March	
Annual Work Plan	Co-Op Group	Update annually, preferably in March	
JOC Meetings	CRSC Co-Chairs	Attend every 6 weeks	
CRSC Meetings	CRSC Members	Quarterly, preferably in Nov., Feb., May, Aug.	
Co-Op Group Meetings	Co-Op Group	Determined by each group but no less frequently than quarterly	
Annual Funding Request - Corps	Co-Op Group and Project Mgr.	Submit to CRSC Co-Chair on April 1st annually	Corps CRSC Co-Chair will notify Co-op groups of JOC approved amounts by Sept. 30th
Annual Funding Request - Reclamation	Co-Op Group and Project Mgr.	Submit to CRSC Co-Chairs on June 15th annually	Reclamation CRSC Co-Chair will notify Co-op groups of approved amounts by July 15th
Annual Program Report	CRSC	March 15th annually	Annual summary of program compliance progress
Annual FCRPS Conference	BPA and CRSC	March, annually	
Monthly Co-Op Group Budget Report	Corps Project Mgrs.	Submitted monthly to Corps CRSC Co-Chair	Similar report prepared by BPA Project Mgrs. For Reclamation Projects
Contract Status Reports	Contracting agency	Provided at each Co-op group meeting	
Draft & Final Technical Reports	Contracting Agency	Distributed to members of appropriate Co-op group according to individual contract schedules/requirements	
Performance Indicators	CRSC	Developed in August annually for next fiscal year	
Scopes of Work	Project Manager and Co-op Group	Developed during Aug.-Sept. for next fiscal year	

APPENDIX S
RESERVOIR PROJECT 5-YEAR PLAN (EXAMPLE)

Project 5-Year

Plan Example

1. Introduction and Background (Include project data here, e.g., acreage, Tribal lands or ceded lands, Cooperating Group participation, etc.)
    a. Project Location Map

2. Status of Inventory, Evaluation, and Treatment (Include number and types of sites recorded in project area; number formally determined eligible for the National Register; sites subjected to treatment or data recovery)

3. Project Effects on Resources

4. Potential for Losses (e.g. list most vulnerable sites)

5. Proposed Program
    a. Goals (list major management and compliance goals for project)
    b. Specific Tasks
        i. Identification of TCPs
        ii. Evaluation of TCPs
        iii. Identification of Archeological and Historic Sites
        iv. Evaluation of Archeological and Historic Sites
        v. Treatment of TCPs, Archeological and Historic Sites
        vi. Monitoring
        vii. Public Education
        viii. Inadvertent Discoveries
        ix. Curation

6. Proposed Schedule
    a. Cyclical Constraints (fieldwork season, project operations constraints, etc.)
    b. Schedule of Priorities
        i. Work Currently in Progress
        ii. New Activities (current fiscal year)
        iii. Out-year Activities (items not likely to be funded during current FY)

7. Funding (proposed costs for Specific Tasks listed in 5.b.)
    a. Table showing proposed costs for all Tasks for 5 Year period
    b. Table showing specific spending plan for current year

8. Plan Preparation and Coordination (include Cooperating Group members responsible for preparation of plan and list those entities or agencies included in coordination of plan)

9. References and Attachments (e.g. Cooperating Group Members, Operating Guidelines, etc.)

			EXAMPLE			
			***FY 06* FCRPS Annual Plan**			
			Co-Op Group: Wana Pa Koot Koot - Portland District			
Priority	**Activity/Project**	**Cost**	**Description**	**New/Continued Proj**	**Completion FY**	**Comments**
1	John Day Inventory		Complete field work and prepare report documenting the inventories carried out in 04 and 05.	Continued project	FY 06	
1	HMP for Bonneville		Provides the final report for the work completed in FY 05	Continued project	FY 06	
1	Monitor Cultural Resource sites on three Project lands		Funds cultural resource protection monitoring on the 3 Portland District projects.	Continued project	FY 06	
1	Oral History/Traditional Cultural Property AssessmenT Nez Perce		Continues the Nez Perce oral history and traditional cultural properties assessment.	Continued project	FY 06	
1	CRITFE Law Enforcement		Provides Col. River Intertribal Law Enforcement with an FTE for Boat Patrols along Col. R. Project Shorelines. CRITFE has enforcement and arrest powers to take cultural resouce vandals into custody.	Continued project	FY 06	
2	Education and outreach		Divided between the Yakama and Umatilla. Yakama Public out reach; Umatillia Training for law enforcement entities.	Continued project	FY 06	
1	Assessment of Archaeological Site Vandalism		Document Vandalism in support of Archeological Resource Protection Cases.	New	FY 06	
1	National Register Evaluation		Supports testing of archaeological sites to determine their National Register significance.			
1	Restoration of archaeological sites that have been vandalized or eroded		Provides for contract services and materials to restore archaeological sites.Work programmed for FY 06; may be a continuing feature.	Continued project	FY 06	
1	Restoration Planning		Funds Planning to restore archaeological sites, develop site lists and scopes for planning activities. Some planning occurred in FY 05 but not carried through because of time and funding limitations.	Continued project	FY 06	
1	Curation agreement with repositories		Funds curation agreements with various repositories holding Federal Collections.		FY 06	
1	Meeting Note taker		Note taker for Wanna Pa Pa Koot meetings	Continued project	FY 06	
	Subtotal					
1	Corps Admin					
	TOTAL FY06					
1	Tribal Participation		BPA direct funding for tribal participation	Continued project	FY 06	

APPENDIX T
ANNUAL PLAN (EXAMPLE)

			EXAMPLE			
			***FY 06* FCRPS Annual Plan**			
			Co-Op Group: Wana Pa Koot Koot - Portland District			
Priority	**Activity/Project**	**Cost**	**Description**	**New/Continued Proj**	**Completion FY**	**Comments**
1	John Day Inventory		Complete field work and prepare report documenting the inventories carried out in 04 and 05.	Continued project	FY 06	
1	HMP for Bonneville		Provides the final report for the work completed in FY 05	Continued project	FY 06	
1	Monitor Cultural Resource sites on three Project lands		Funds cultural resource protection monitoring on the 3 Portland District projects.	Continued project	FY 06	
1	Oral History/Traditional Cultural Property AssessmenT Nez Perce		Continues the Nez Perce oral history and traditional cultural properties assessment.	Continued project	FY 06	
1	CRITFE Law Enforcement		Provides Col. River Intertribal Law Enforcement with an FTE for Boat Patrols along Col. R. Project Shorelines. CRITFE has enforcement and arrest powers to take cultural resouce vandals into custody.	Continued project	FY 06	
2	Education and outreach		Divided between the Yakama and Umatilla. Yakama Public out reach; Umatillia Training for law enforcement entities.	Continued project	FY 06	
1	Assessment of Archaeological Site Vandalism		Document Vandalism in support of Archeological Resource Protection Cases.	New	FY 06	
1	National Register Evaluation		Supports testing of archaeological sites to determine their National Register significance.			
1	Restoration of archaeological sites that have been vandalized or eroded		Provides for contract services and materials to restore archaeological sites.Work programmed for FY 06; may be a continuing feature.	Continued project	FY 06	
1	Restoration Planning		Funds Planning to restore archaeological sites, develop site lists and scopes for planning activities. Some planning occurred in FY 05 but not carried through because of time and funding limitations.	Continued project	FY 06	
1	Curation agreement with repositories		Funds curation agreements with various repositories holding Federal Collections.		FY 06	
1	Meeting Note taker		Note taker for Wanna Pa Pa Koot meetings	Continued project	FY 06	
	Subtotal					
1	Corps Admin					
	TOTAL FY06					
1	Tribal Participation		BPA direct funding for tribal participation	Continued project	FY 06	

APPENDIX U

GEOGRAPHIC SYSTEM STANDARDS

(DATA DICTIONARY)

BPA GIS Specification for FCRPS Cultural Resources Program Data
Updated 7/14/14

Statement of Work language

Example:

3.3.3 GIS Information. One (1) electronic copy of all GIS generated information (e.g., layers, maps, etc.) shall be submitted along with the draft report for review on two (2) compact discs. The GIS information shall be in ESRI geodatabase feature class or ESRI shapefile format and shall include metadata. Final GIS data on two (2) compact disks shall be submitted with the final report. The GIS data needs to be formatted in accordance with the specifications in Attachment 1.

Attachment 1

The Agencies seek assistance to use GPS (global positioning system) to collect archaeology site location (polygons, points, lines) or survey locations (polygons) and condition information within the Location of Work, as defined in the main body of the Statement of Work. The contractor will collect, edit, and differentially correct GPS files and then transmit projected ESRI geodatabase feature classes or shapefiles as a deliverable.

All site (point, line, or polygon) locations will be recorded by GPS (point, line, or polygon) and submitted in an ESRI compatible file format including tabular information. See the data dictionary below for an outline of the fields and the field definition. This data dictionary is not intended to represent all the possible information collected in the field. It is the information the agencies need for internal purposes.

All survey (point, line, or polygon) areas must be recorded by either GPS or by hand drawn on a quadrangle map. All surveys must be submitted as a GIS geodatabase feature class or shapefile, regardless of how it was collected in the field. See the data dictionary below for an outline of the fields and the field definition. This data dictionary is not intended to represent all the possible information collected in the field. It is the information the agencies need for internal purposes.

Deliverables will include ESRI compatible files, either geodatabase feature classes or shapefiles on CD-ROM or DVD. All spatial data must be projected and include all tabular information.

Any questions concerning GPS or GIS should be directed to Melanie Wadsworth 503-230-5143 or mlwadsworth@bpa.gov

GIS Data Dictionary

Field definitions for cultural resource database. Database schema in XML format will be provided upon contract award.

Sites Data Dictionary – Point, Line, Polygon
(Used only to define site boundary)

Field Name	Field Definition and Values
Smith Number	*Smithsonian Trinomial if applicable (8 digit string)*
Temporary Site Number	*Temporary site number used by contractor*
Field Date	*dd/mm/yyyy*
Project Name	*Hydroelectric Project Name (Grand Coulee, Dworshack, Albeni Falls, etc)*
Contractor	*Name of contracting company*
National Register Status	*Status of National Register of Historic Places*- Values: Eligible, Evaluation Testing Recommended, Ineligible, Listed, Nominated, Recommend Eligible, Recommend Ineligible, Unevaluated, Unknown
Site Name	*Known site name*
Site Type	*General type of site*- Values: burial/grave/cemetery, camp, feature, quarry, rockshelter/cave, scatter, village/community, historic, homestead, structure, multicomponent, unknown, other
Cultural Period	*Cultural period in which site was utilized*- Values: unknown, Paleo (10,500 BP or earlier), Archaic (Specific period not established), Early Archaic (10,500 BP-7,000 BP), Middle Archaic (7,000 BP-2,000 BP), Late Archaic (2,000 BP-Contact), Contact period, Historic, 19th Century, Early 20th Century (1900-1930), Depression/WWII (1929-1950), Recent (post1950), Multicomponent (Historic/Prehistoric), Multicomponent (Prehistoric), Multicomponent (Historic), Prehistoric (undetermined)
Site Condition	*Site condition observed during this visit*- Values: unknown-no data or condition unknown, excellent <5% damage, good/between 5% and 40% damage, fair / between 40% and 60% damage, poor/between 60% and 95% damage, destroyed >95% damage
Site Impact	*Impact to site*- Values: erosion, recreation, reservoir erosion, undisturbed, vandalized
Minimum Elevation	*Elevation of site in meters at lowest point*
Maximum Elevation	*Elevation of site in meters at highest point*
Data Derived	*How was data derived?* Values: GPS, digitized, report narrative, personal communication
Land Manager	*Responsible land management party*- Values: United States Army Corps of Engineers, Bureau of Reclamation, National park Service, Forest Service, Name of Tribe, Private, and Unknown
Comment	*Open field for additional information*

Survey Data Dictionary – Point, Line, Polygon

Field Name	Field Definition and Values
Field Date	*dd/mm/yyyy*
Contractor	*Name of contracting company*
Title	*Full title of report*
Date of Report	*Date report was completed;* Stored as year
Data Derived	*How was GIS data derived?* Values: GPS, digitized, report narrative, personal communication
Interval	*Interval of survey in meters*
Comment	*Open field for additional information*

Monitoring Data Dictionary – Point, Line, Polygon

(Use to record monitoring information)

Field Name	Field Definition and Values
Smith Number	*Smithsonian Trinomial if applicable (8 digit string)*
Temporary Site Number	*Temporary site number used by contractor*
Field Date	*dd/mm/yyyy*
Contractor	*Name of contracting company*
Date of Report	*Date report was completed;* Stored as year
Title	*Full title of report*
Site Condition	*Site condition observed during this visit*- Values: unknown-no data or condition unknown, excellent <5% damage, good/between 5% and 40% damage, fair / between 40% and 60% damage, poor/between 60% and 95% damage, destroyed >95% damage
Monitor	*Is site currently being monitored*- Values: Yes, No
Monitor Interval	*Frequency of monitoring*-Values: quarterly, bi-annually, annually, 2 year, 5 year, other
Site Impact	*Impact to site*- Values: erosion, recreation, reservoir erosion, undisturbed, vandalized
Data Derived	*How was data derived?* Values: GPS, digitized, report narrative, personal communication
Land Manager	*Responsible land management party*- Values: United States Army Corps of Engineers, Bureau of Reclamation, National park Service, Forest Service, Name of Tribe, Private, and Unknown
Comment	*Open field for additional information*

Cultural Materials Data Dictionary – Point, Line, Polygon
(Used to record cultural materials within a site boundary when recording a site, monitoring, or surveying - artifacts collected, diagnostic artifacts, features, site datum, photo points, erosion station points, etc)

Field Name	Field Definition and Values
Smith Number	*Smithsonian Trinomial if applicable (8 digit string)*
Temporary Site Number	*Temporary site number used by contractor*
Field Date	*dd/mm/yyyy*
Contractor	*Name of contracting company*
Object Type	*What is being recorded?* – Values: Artifact, Feature, Site Datum, Erosion Control Point, Isolate
Object Type Name	*Name of data being collected (example: Feature 1, Projectile Point 3, Ground Stone 13, Artifact Loci 2, Site Datum, Photo Point 4, etc)* Object Type Name and description must be included in the field notes/monitoring form (Example: Ground Stone 13 is a basalt hammerstone 13cm x 6cm x 8cm with use wear on one end)
Artifact Collected	*If Object is an artifact, was it collected?* Values: Yes, No
Artifact Temporary Catalog Number	*If Object is a collected artifact, what is the temporary field catalog number?*
Comment	*Open field for additional information*

APPENDIX V
BPA/GIS DIGITAL RECORDS AGREEMENT WITH DAHP

REVIEW AND COMPLIANCE TRACKING DETAIL

Project/Property Name: BPA data sharing agreement

LOG #: 101802-60-BPA **Location:**

Agency: Bonneville Power Administration

Description:

Reviewed Resources Summary:

Eligible Historic:	
Non-Eligible Historic:	
Register Listed:	
Eligible Archaeological:	
Non-Eligible Archaeological:	
TOTAL-	**0**

Project Sponsor Contact Information:

Contact Name: Sunshine Clark **Title:**

Organization: Bonneville Power Administration

Street Address: PO Box 3621

City/State/Zip: Portland, OR 97208 **Phone:** (503) 230-5015 **Fax:**

MOA/PA: ☑ **Survey:** ☐ **EZ-1:** ☐ **EZ-2:** ☐ **EZ-3:** ☐

Tie Breaker	Reviewed by	Date Received	Reply Date
4	Stephenie Kramer	2/25/2010	3/1/2010

Letter Title: new agreement, allows occassional consultant use

Response Type: Data Sharing MOU **Filing Instructions:** MOA **Agency:**

Notes:

3	Stephenie Kramer	7/10/2007	10/1/2007

Letter Title: added Kevin Cannell, Jenna Peterson and Krsiten Martine as users

Response Type: Data Sharing MOU **Filing Instructions:** MOA **Agency:**

Notes: 2002-30

2	Stephenie Kramer	1/22/2007	1/22/2007

Letter Title: updated agreement to reflect newstaff

Response Type: Data Sharing MOU **Filing Instructions:** MOA **Agency:**

Notes: 2002-30

1	Stephenie Kramer	10/18/2002	10/21/2002

Letter Title: BPA data sharing agreement

Response Type: NO RESPONSE **Filing Instructions:** MOA **Agency:**

Notes: 2002-30

Reviewed Archaeological Sites

Department of Energy

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

ENVIRONMENT, FISH AND WILDLIFE

February 22, 2010

In reply refer to: KEC

Stephenie Kramer
Assistant State Archaeologist
Department of Archaeology and Historic Preservation
1063 South Capitol Way, Suite 106
Olympia WA 98501

RECEIVED
FEB 25 2010
DEPT. OF ARCHAEOLOGY & HISTORIC PRESERVATION

RE: Data Sharing MOU update

Dear Ms. Kramer:

Enclosed you will find two signed copies of the Memorandum of Understanding (MOU) concerning the data sharing agreement between your office and the Bonneville Power Administration. The MOU has been updated and includes the edits we discussed.

Thank you for the cooperation concerning this agreement.

If you have any questions, please feel free to call BPA Contract Archaeologist Nicole F. Brannan at (503) 230-7579.

Sincerely,

for

Nicole F. Brannan
BPA Contract Archaeologist

Enclosure:
Memorandum of Understanding (2)

MEMORANDUM OF UNDERSTANDING
Between the
Washington State Department of Archaeology and Historic Preservation
and the
Bonneville Power Administration

This memorandum of understanding is made and entered into by and between the State Department of Archaeology and Historic Preservation (DAHP) and the Bonneville Power Administration (BPA) to ensure that information regarding historic and archaeological resources is expeditiously and securely exchanged between the two entities, and that sensitive aspects of such information is kept secure.

WHEREAS:

1. DAHP maintains paper and electronic records identifying the location and nature of cultural resources within the state, issues permits for disturbances to archaeological sites, and reviews projects in order to protect cultural resources in accordance with Section 106 of the National Historic Preservation Act (NHPA), the Washington State Environmental Policy Act (SEPA), the Washington State Shoreline Management Act, the Washington State Forest Practices Act, and other federal and state laws and regulations; and

2. BPA is a federal agency and as such it is bound by the National Historic Preservation Act of 1966 and other federal legislation to inventory and manage historic properties, evaluate projects for their impact on historic properties and address adverse impacts on historic properties affected by federal undertakings and BPA activities. Access to archaeological site records at the BPA regional office would be advantageous in order to comply with time constraints associated with the compliance process laid out by Section 106 of the National Historic Preservation Act. In order to hold such records on site, DAHP requires that the BPA provide the security necessary to maintain the confidentiality of these records; and

3. The Freedom of Information Act (USC 5, Exemption 3) states that federal regulations may exempt certain categories of information from FOIA requests. Section 304 [16 U.S.C. 470w-3(a)] of the National Historic Preservation Act and 16 USC 470hha of the Archaeological Resources Protection Act both exempt cultural site locations from public disclosure. These data will be displayed on BPA maps that are physically secured so that only specified personnel may access them.

NOW THEREFORE IT IS MUTUALLY AGREED THAT:

DAHP shall:

a. Provide BPA access to all cultural resource GIS records for Washington State. Such records shall include, but not be limited to, site forms and spatial data in the form of site layers, survey layers, cemetery layers, predictive model layers, historic barns layer, National Register Property layers for use with geographic information systems (GIS) on a quarterly basis. Such GIS-related data shall be provided in shapefile format projected in Washington State Plane coordinate system, south zone, using the North American Datum of 1983 HARN. DAHP will only provide DAHP data, and does not provide third party data, such as base map layers.

BPA shall:

a. Provide DAHP access to all cultural resource records for properties located in BPA project areas in Washington State. Such records shall include, but not be limited to, site forms and addenda, project reports and spatial data in the form of layers, themes, predictive models, or coverages and related databases for use with geographic information systems (GIS), such GIS-related data to be provided in shapefile format. BPA shall provide, in electronic form, of all such records, including records not previously shared for retention by DAHP, on a quarterly basis.

b. In accordance with Section 106 of the National Historic Preservation Act, consult on its findings and recommendations regarding federal undertakings and historic properties with the Washington State Historic Preservation Office and with all affected Native American tribes. This includes providing the DAHP and affected tribes with associated documentation including but not limited to site inventory forms, addenda, reports, and maps as appropriate.

c. Implement institutional protocols and computer security measures to keep archaeological information containing precise location data, whether in paper or electronic form, in a locked, secure location with access limited to BPA Archaeologist Sunshine Clark Schmidt, and Kevin G. Cannell and BPA Cultural Resource Specialists, Kristin Martine, Eric Petersen and Katherine Pollock, who are qualified cultural resource professionals, Contract Archaeologists Nicole F. Brannan, Liz E. Oliver and Kristin Scheidt and computer network managers John Zimmerly, and GIS Analyst, Connie Reiner, necessary to ensure the security of such information. Computerized data, in formats such as GIS and other systems, will be protected using the best available security methods. Options include the use of password protected access.

d. These data will not be transmitted via e-mail.

e. Provide the names and contact information to DAHP of all BPA staff with regular access to archaeological records, and update the names and contact information within two weeks of any changes.

f. Keep a log of all persons (other than those identified in c. above) to whom archaeological information is provided, and a description of the information that is provided.

g. Will provide pertinent portions of the DAHP data to its contractors on a project by project basis when it is seen as benefiting all partners mutually.

h. Allow DAHP to review/inspect security protocols and practices for archaeological data upon reasonable notice.

i. Return to DAHP any archaeological information provided to the BPA by DAHP should this agreement be terminated.

j. DAHP will transmit the data to BPA via DAHP's Sharepoint Site.

Both DAHP and BPA shall:

a. Recognize that cultural resource data, including but not limited to site locations and boundaries, have been generated by a variety of parties for varying purposes over time and thus may be variable in precision, accuracy, comprehensiveness and reliability; and that as a consequence cultural resources may be present even though all known data indicate their absence.

b. Recognize that the existence of cultural resource data for a particular area may not preclude the need for field surveys where such surveys have not been conducted, where previous surveys do not meet current professional standards, or where previous surveys were not comprehensive.

c. Provide formal notice to all persons to whom archaeological data is provided that location information is approximate and the absence of archaeological data for a given area does not constitute the absence of archaeological resources in that area.

d. Assign a staff member to be responsible for compliance with this memorandum.

e. Recognize that the acquisition of these data by both parties does not substitute in any manner for compliance with 36 CFR Part 800 and Section 106 consultation.

This Memorandum of Understanding may be terminated by either of the signatories upon 30 days written notification to the other signatory. It is understood by the parties that termination of the Memorandum does not release any of the parties from obligations mandated by federal, state or local legislation and regulations concerning the treatment of cultural resources.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below:

Stephenie Kramer — 3-1-10
Date

Stephenie Kramer
Assistant State Archaeologist
Department of Archaeology & Historic Preservation

2/19/2010
Date

Sunshine R. Clark Schmidt
BPA Archaeologist
Bonneville Power Administration

2/18/2010
Date

Connie Reiner
GIS Analyst
Bonneville Power Administration

Data updates should be sent to the following individual:

Connie Reiner
Bonneville Power Administration
905 NE 11th Ave
Portland, OR 97232
503-230-4739
cjreiner@bpa.gov

STATE OF WASHINGTON

DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

1063 S. Capitol Way, Suite 106 • Olympia, Washington 98501
Mailing address: PO Box 48343 • Olympia, Washington 98504-8343
(360) 586-3065 • Fax Number (360) 586-3067 • Website: www.dahp.wa.gov

March 1, 2010

Ms. Sunshine Clark Schmidt
Bonneville Power Administration
Mail Stop KEC-4
905 NE 11th Ave
Portland, OR 97232

Re: Data sharing MOU

Dear Ms. Clark Schmidt:

Enclosed please find your copy of our updated signed data sharing Memorandum of Understanding for your files. Your data will continue to be sent to you via our Sharepoint site.

If you have any questions or concerns, please do not hesitate to contact me at (360) 586-3083 or by email at Stephenie.Kramer@dahp.wa.gov.

Sincerely,

Stephenie Kramer
Assistant State Archaeologist
(360) 586-3083
Email: Stephenie.Kramer@dahp.wa.gov

Enclosure

APPENDIX W
TCP INVENTORY FORM

INSTRUCTIONS FOR COMPLETING

FCRPS TRADITIONAL CULTURAL PROPERTY INVENTORY FORM

The FCRPS TCP inventory form was developed through discussions with the FCRPS TCP Subcommittee during 2011-2015. The form may be used to document TCPs or Historic Properties of Religious and Cultural Significance to Indian Tribes during the inventory phase. If sufficient information is provided, the form may also be used to make National Register eligibility recommendations. The form may need to be tailored to meet specific requirements and restrictions of each Tribe.

Instructions below refer to specific sections of the TCP form:

1. **Disclosure Information.** *The form indicates all information is confidential. Each tribe will decide which categories of information can be shared with the agencies and SHPO. If this form is used to document National Register eligibility, sufficient information is required in order for the Federal agency to make a recommendation to SHPO.*
2. **Site Name.** *Native American Place name, site number, or other identification used by the tribe.*
3. **Site Type.** *Please mark all site types that apply. If none of these categories applies, then mark "other" and describe.*
4. **Land Ownership/Use Information.** *Please mark all ownership types that apply. Landowner name is important, if known. If the location lies within the boundaries of a Federally owned dam/reservoir, please indicate the name of the dam/reservoir.*
5. **Site Characteristics & Association.** *Describe the physical setting of the site, elevation, access, associated natural features, other traditional or archaeological sites in the general area, if this information is available.*
6. **Site Significance.** *This section provides information from four major categories to support significance: Ethnography, Oral History, Archaeology, and History. Not every category may be applicable to a specific property - please complete all sections that apply. Include references for published information or other records on file such as recordings, photos, or maps.*
   "Ethnographic" section: each Tribe will designate individuals who are traditional cultural authorities and who are appropriate sources for ethnographic information and oral histories.
   "Archaeology" section: some TCPs are associated with archaeological sites, if so, include the archaeological site number and describe any field investigations conducted at the site.
7. **Impact/Risk Assessment.** *Please provide a description of any physical disturbance to the site from recreational use, erosion, development, vandalism, or any other sources that have adversely changed the original condition and setting of the area. Describe how these changes have affected the tribe's relationship to, or use of the area. If these impacting agents can be eliminated or minimized, please provide recommendations for land managers.*
8. **NRHP Status.** *Indicate if the tribe considers this property to meet National Register eligibility criteria specified in National Register Bulletin 38. Mark if the site has ever been formally evaluated for the National Register, not evaluated, or evaluated under a tribal process. It is important to mark the criteria under which the site was determined eligible. To support a*

recommendation of eligibility, provide a narrative description of significance, or attach National Register documentation (NPS Form 10-900), or indicate where this documentation is located.

9. **References.** *List the names of individuals contacted for information and any other references not listed under "Site Significance" section above.*
10. **Form Preparation Information.** List name and affiliation of individual who was responsible for completing the form, date the form was completed, and if applicable, other tribal members who assisted. If ethnographic or field research was conducted in order to complete this form, please include the date and any other pertinent information.
11. **Locational Information.** Please provide locational information from a topographic map, GPS, and/or other type of map.
12. **Additional Information/Attachments.** Maps, photos, transcripts can be attached. If not, please indicate where this supporting information is currently filed.

TRADITIONAL CULTURAL PROPERTY INVENTORY FORM

Site _____

DISCLOSURE INFORMATION – Confidential

All information contained within this form is considered by the Tribe to be Confidential. The form may be used for documenting TCPs under Federal Columbia River Power System (FCRPS) contracts.

SITE NAME

Native American Place Name: _____

Tribe:_____

Literal English Translation:_____

SITE TYPE – Mark all that apply

◊ Landscape/Cultural Corridor

◊ Landform

◊ Object

◊ Story/Important Event

◊ Village/Camp Site

◊ Ceremonial

◊ Natural Resource

◊ Natural Resource Collection Area

◊ Fishing Area

◊ Hunting Area

◊ Burial

◊ Other (Describe in detail)

_____
_____
_____
_____
_____

Site _____

LAND OWNERSHIP/USE INFORMATION

Ownership Type:

◊ Federal ◊ Tribal ◊ Local

◊ State ◊ Private

Landowner Name and Address (if known):

_____

_____

_____

Current Land Use:

◊ Reservoir ◊ Agricultural ◊ Other (Describe in Detail):

◊ Industrial/Commercial ◊ Recreational

◊ Residential

_____

_____

SITE CHARACTERISTICS & ASSOCIATION

Describe physical characteristics of the site, associated natural resources, and associations with other sites in the area:

_____

_____

_____

_____

_____

_____

_____

SITE SIGNIFICANCE

If appropriate, provide information regarding site significance that will assist Federal agencies to consider and better protect the site. Please note that for some sites, not all categories will be completed. (Use Attachments if necessary)

Site _____

ETHNOGRAPHIC

Describe evidence that demonstrates the site's significance with respect to practices and beliefs of a living community, as documented through appropriate ethnographic research. Provide in detail and attach appropriate narrative if necessary.

_____
_____
_____
_____
_____

ORAL HISTORY

Describe community affiliation, oral stories, and source of oral history. How is the place important in maintaining the continuing cultural identity of the community?

_____
_____
_____
_____
_____

ARCHAEOLOGY

Describe all archaeological investigations that have taken place here and list site reports.

_____
_____
_____

HISTORICAL DOCUMENTATION/LITERATURE REVIEW

Describe and list historical and literature documentation of site significance (e.g. Reports, Oral Transcripts, Historic Maps)

_____
_____
_____
_____

IMPACT/RISK ASSESSMENT

Is there existing disturbance to the site? If so, please describe:

_____
_____
_____
_____

Site _____

How has existing or past disturbance affected the community's relationship to the place of significance? Discuss in detail:

_____
_____
_____
_____
_____

Recommendations for eliminating or minimizing impacts:

_____
_____
_____
_____
_____
_____

NRHP STATUS

- Does the site have characteristics to be considered eligible for the National Register as a TCP (as defined by National Register Bulletin 38)?

  ◊ Yes ◊ No

- Has the site been evaluated for the National Register of Historic Places?

  ◊ Eligible/Listed ◊ Eligible/Not Listed ◊ Not Eligible ◊ Not Evaluated

  ◊ Tribal Determination ◊ Unknown Status

- If previously determined eligible, under which NRHP criteria?

  ◊ A ◊ B ◊ C ◊ D

Criterion **A**: Associated with events that have made a significant contribution to the broad patterns of our history.
Criterion **B:** Associated with the lives of persons significant in our past.
Criterion **C**: Embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
Criterion **D**: Have yielded or may be likely to yield, information important in prehistory or history.

Site _____

- If recommended as eligible, please provide a narrative explanation to justify the National Register criteria under which this site is recommended as eligible (use Attachments):

_____
_____
_____
_____
_____
_____
_____
_____
_____

REFERENCES

List references and sources contacted to obtain information about this locality. If appropriate, provide individuals' names and affiliation. Describe methods used and date(s) of contact.

_____
_____
_____
_____
_____
_____
_____

FORM PREPARATION INFORMATION

Form prepared by (Name & Affiliation)

_____
_____

Date form prepared:

_____

Form prepared in consultation with (community members):

_____
_____
_____

Ethnographic Research Dates or Field Survey Dates (if conducted)

_____
_____
_____

Site _____

LOCATIONAL INFORMATION

State:_____ County:_____
Township:_____ Range: _____ Section:_____ ¼ Section:_____
U.S.G.S 7.5' Quadrangle (Name and Year)_____
UTM Coordinates: _____
_____

Zone: _____ Datum:_____ Method: USGS Map _____ GPS _____ Other_____
Elevation:_____ m/f

Narrative Locational Information (General to Specific):
_____
_____
_____
_____
_____
_____

ADDITIONAL INFORMATION/ATTACHMENTS

◊ Site Location Map
◊ Sketch Map
◊ Photos
◊ Audio
◊ Video
◊ Interview Notes
◊ Transcript
◊ Other: _____

If this additional information is not included with the form, indicate where it is filed:
_____
_____
_____

APPENDIX X
TREATMENT PLAN FORM

Directions for Completing the Treatment Plan Form

Introduction

The purpose of the Treatment Plan Form (TPF) is to allow the Bonneville Power Administration (BPA), the Bureau of Reclamation (Reclamation), and the U.S. Army Corps of Engineers (USACE) to efficiently document the steps that these agencies have taken to resolve the adverse effects covered by the Federal Columbia River Power System (FCRPS) Cultural Resources Program. This Program is limited to those adverse effects caused by the operation and maintenance of the 14 Federal hydroelectric dams in the Columbia River drainage. These three agencies, which are collectively called the "Lead Federal Agencies" (LFAs), are addressing the adverse effects of the FCRPS undertaking in keeping with the terms of the 2009 Systemwide Programmatic Agreement (SWPA).

Each year, the LFAs produce an annual report regarding the steps that they have taken to implement the SWPA. The steps that the LFAs have taken to resolve adverse effects is an important component of the annual reports. These forms, after they have been completed for individual projects to resolve adverse effects, are included as appendices in the appropriate annual report. Because they are intended for public consumption, the locational information regarding the resolution of adverse effects is kept to a minimum.

The SWPA, which has been signed by the Advisory Council on Historic Preservation, the state historic preservation officers of Oregon, Washington, Idaho, and Montana, and numerous tribes, constitutes the means by which the LFAs satisfy their collective section 106 responsibilities for the operation and maintenance of the FCRPS. That agreement provides considerable latitude to the LFAs when it comes to processes for resolving adverse effects. Stipulation IX.G.2. requires the LFAs to

> ".. prepare written documentation of the following findings and provide this documentation to the appropriate consulting parties for comment:
>
> - Determinations of National Register eligibility of a property, including any reevaluations under additional criteria.
> - Determinations of the undertaking's effect on the historic property
> - *Proposed treatment measures to resolve the undertaking's adverse effects on the historic property* [emphasis added].

The SWPA goes on to explain that the "consulting parties shall have 30 calendar days to comment after receipt of this property-specific documentation." If there are objections, then consultation continues, but if there are no objections, the LFAs "may proceed with their proposed plan." A memorandum of agreement (MOA) is not required to resolve adverse effects under the SWPA. The TPF serves as the documentation required by the SWPA under Stipulation IX.G.

Even though a MOA is not required under the SWPA, the LFAs have included signature section in the TPF. This is intended to document the fact that the LFAs had actively consulted with the appropriate parties. However, the LFAs do not view these signatures as a requirement, as Stipulation IX.G.2.c. makes it clear that the agencies can proceed with steps to resolve adverse effects if they do not receive objections to their proposed plans after a 30 day review period.

Directions

Please follow these directions when completing the TPF.

1. Site Description

The Site Description section is intended to provide basic information about the location of the project within the 14 hydroelectric projects that make up the FCRPS. It is not intended to provide precise locational information, as that information is already available in site forms, Determination of Eligibility forms, and other documentation.

- Reservoir/Project – Please provide the name of the reservoir where the property is located and the name of the hydroelectric project. For example "Lake Roosevelt/Grand Coulee Dam Project."
- Cooperating Group – Please provide the name of the cooperating group that was involved in the development of the steps used to resolve adverse effects.
- Site No. or Ref. No. – Please provide the Smithsonian trinomial for archaeological sites where the adverse effects are occurring, or the appropriate reference number for elements of the built environment or traditional cultural property. In the case of Federal structures, please use the appropriate building reference number in use by the agency, especially the Federal Real Property number, if such is available. If no reference number is available, please provide a building or resource name.
- Project Mgmt. Plan Signed – Both Reclamation and USACE use formal project management processes when planning, designing, and constructing structures to stabilize archaeological sites. This formal project management process includes the development of a project management plan under the oversight of a construction project manager. The date that the project management plan is signed by the construction project manager and by appropriate management should be included here. For resolutions of adverse effect that do not include construction, the date that the cooperating group agreed to move forward with the means of resolving adverse effects should be recorded here.
- Start of Construction or Implementation – This blank should be filled with the date that the construction contractor is given the Notice to Proceed or government forces are authorized to proceed by the project manager. For non-construction resolution projects, this should be the date that activities begin in keeping with the resolution plan approved by the cooperating group. For example, this could be the first time that a FCRPS funded culture camp begins operation.

- Construction or Implementation Complete – This blank should be filled with the date that all of the elements of the construction project have been completed, or the date that the LFAs receive a written report regarding completion of the steps taken to resolve adverse effects. For example, in the case of a culture camp, the LFAs should receive a brief report informing them how many people attended the camp.
- Contractor (if any) – The name of the contractor or contractors who implemented the work
- Total Cost – As per footnote #1, "Total cost includes design, environmental compliance, construction, and contract management for construction projects. For creative mitigation, this includes costs for funding the mitigations."

2. National Register Criteria Under Which the Historic Propert(ies) Have Been Determined Eligible

In this section, please check the boxes indicating the criteria used to determine that the property where adverse effects were occurring is eligible for the National Register. At least one of the boxes has to be checked, and the selection of criteria should match the criteria provided in the National Register Nomination Form or other documentation prepared to support the Determination of Eligibility or National Register Listing.

In the blank space below the boxes, please briefly describe the documentation supporting the determination that the property(ies) are eligible for inclusion on the National Register or have been listed on the National Register. There should be a citation here to the National Register Nomination form or other documentation that supports the eligibility of the property. This citation should be included in the list of references cited near the end of the document. Please provide the date in which the appropriate agency officials and SHPO/THPO agreed that the property was eligible.

This should be a listing of all of the historic properties where the adverse effects to be resolved are occurring, and all of the historic properties should be within the appropriate hydroelectric project Area of Potential Effects (APE). Even if the steps taken to resolve adverse effects involve work at other historic properties, please do not list them here. They will be covered in a later part of the TPF.

3. Description of the Adverse Effects

As per the TPF, please describe the adverse effects to the historic property(ies) that are relevant to this treatment. Ideally, reference should be made to the criteria that were used in determining the extent of the APE. For example, if the proposed project to resolve adverse effects addresses an archaeological site, reference should be made to the specific processes that are diminishing the integrity of the site. If the proposed treatment is intended to address the impacts of erosion on the site, the extent of erosion should be discussed. If the treatment is intended to cover multiple processes resulting in adverse effects (ex., erosion, looting during the draw down, and use as a temporary log boom storage area), then each of those processes should be discussed. Not all processes affecting a historic property have to be addressed in a single resolution project.

4. Details of the Proposed Treatment

In this section, the LFAs should describe the ways in which they plan to resolve the adverse effects identified in Section 3. This section should include sufficient detail to help the consulting parties understand what is intended, and maps or plans could be included. However, care should be taken to include only that information critical to describing the work, as the TPF is intended for use in a public document. Information that might allow someone to determine exactly where cultural materials are buried or other culturally significant features are located should not be included.

5. Discussion of How the Proposed Treatment Will Address Adverse Effects

This section has been divided into two sub-sections so that the consulting parties better understand how the adverse effects are to be resolved.

5.A. How does the treatment address effects from FCRPS operations & maintenance?

For each of the processes resulting in adverse effects that are discussed in Section 3, there should be a detailed description of how the proposed treatment addresses those effects. For example, if the identified adverse effect is erosion resulting from waves and fluctuating reservoir levels, the TPF could say that the construction of a retaining wall and wave-dampening barrier will greatly reduce the erosion rate. If the project involves off-site mitigation, ideally some kind of linkage between the effects and the steps taken to resolve adverse effects should be discussed.

One example of how this linkage between effects and treatment has been established involves a treatment project done at the Skolaskin Church, which was done to resolve the adverse effects caused by erosion to archaeological site 45FE356/399 at Lake Roosevelt. These sites are located in the greater Whitestone area, and the church building, which is currently located in Nespelem, Washington, was originally located in this same general vicinity. It was relocated to the Nespelem area after its original location was inundated by Lake Roosevelt. In order to resolve the adverse effects to 45FE356/399 (which was determined to be a historic property through consultation with the Colville THPO), Reclamation and BPA provided funds to assist in a building restoration project planned by the Confederated Tribes of the Colville Reservation. An important part of this resolution project was that the restoration project and the effects all involved elements of one traditional community. This helped demonstrate a linkage between the effects and the steps taken to resolve the adverse effects.

5.B. What is the NHPA finding of effect for the proposed treatment?

In some cases, the places where steps are going to be taken to resolve adverse effects are, in themselves, historic properties. It is important, therefore, for the LFAs and the consulting parties to consider and address any adverse effects that may be created by the proposed treatment. In this section, please discuss any historic properties that may be affected by the proposed resolution project and the means by which adverse effects of the treatment itself have been addressed.

6. Special Requirements or Conditions Needed to Insure Long-Term Success of the Treatment

In the case of some projects, there will be steps that the LFAs need to take to make sure that the treatment continues to function as it was originally intended. This is especially true of structures built to retard the erosion process at archaeological sites. If there are things that need to be done to insure that treatments are still functioning as intended, this is where they should be listed. For example, this may be where the LFAs would specify a particular inspection method and interval for stabilization structures. Other appropriate steps may also be taken for off-site mitigations, but those steps would vary widely depending on the projects undertaken. In some cases, it may not be appropriate to have any long-term follow up because the treatment involves a one-time action.

7. References Cited

Please provide a bibliographic citation here of any reports or documents mentioned in the TPF. Ideally, all of these documents (especially anything that is considered "gray literature") should be on file at BPA, which acts as the clearinghouse for FCRPS Cultural Resources Program information.

8. Signatures

As noted in the Introduction, the SWPA does not require that all of the consulting parties sign a TPF. To be in compliance with the SWPA, the LFAs simply need to inform the consulting parties of their plans in writing, and if no objections are received within 30 days, the proposed work may proceed. The LFAs will keep a record of this kind of documentation.

In some cases, the involved parties may wish to insure that the TPF is signed. This may be particularly valuable in those cases where one or more of the consulting parties objected to the original proposal to resolve adverse effects and that a more agreeable solution was developed through more consultation.

For convenience, the Signatures section has been broken down into three parts.

- Section 8.A. "Prepared By" should be signed by the technical staff who prepared the information in the TPF. Along with their signature, they should also include their position and the name of their employer.
- Section 8.B. "Reviewed By" should be signed by management-level staff who have a role in internal agency review processes. For example, if a project-level archaeologist at one of the reservoirs prepares the document, it may go one of the FCRPS Cultural Resource Program Managers for review.
- Section 8.C. "Concurring Parties" should be signed only by those people who are authorized by their agencies to act as an "agency official" (as defined in 36 CFR part 800.2[a]) or designated representatives of the appropriate SHPO/THPO or tribes.

Conclusion

Because this form exists in an electronic format, it is anticipated that there may be modifications designed to suit particular projects. For example, at some of the hydroelectric projects, there may be more than just three concurring parties. The agencies responsible for filling out these forms should be encouraged to make appropriate modifications to suit their purposes.

At the same time, modifications should be limited to the information on the first page and anything that describes the adverse effects being resolved or the means of the resolution. This is the basic information that the agencies need to report annually. Reduction of the content of these sections would greatly complicate how the agencies address their reporting requirements. If there is additional information that the involved parties wish to include, please add it in the narrative part of the appropriate section. Please do not establish additional sections.

If users have any concerns about this form, please contact one of the Program Managers. They have established a plan whereby comments about the TPF are collected, and they will consider those comments on an annual basis and make appropriate changes to address the comments as needed.

Treatment Plan Form

This form documents the actions that the Lead Federal Agencies are taking to resolve adverse effects to historic properties covered under the Systemwide Programmatic Agreement (Stipulation II.A.6; Stipulation V.D.; Attachment 4).

1. Site Description

Reservoir/Project		Cooperating Group	

Site No. or Ref. No.	

Project Mgmt. Plan Signed		Start of Construction or Implementation		Construction or Implementation Complete	

Contractor (if any)		Total Cost[1]	

Narrative Description:

2. National Register Criteria Under Which the Historic Property(ies) Have Been Determined Eligible

Please check all that apply from 36 CFR 60.4:

☐	Criterion A
☐	Criterion B
☐	Criterion C
☐	Criterion D

Please briefly describe the documentation supporting the determination that the property(ies) are eligible for inclusion on the National Register or have been listed on the National Register.

[1] Total cost includes design, environmental compliance, construction, and contract management for construction projects. For creative mitigation, this includes costs for funding the mitigations.

3. Description of the Adverse Effects

Please describe the adverse effects to the historic property(ies) that are relevant to this treatment.

4. Details of the Proposed Treatment (please attach maps and plans, as applicable)

5. Discussion of How the Proposed Treatment Will Address Adverse Effects

5.A. How does the treatment address effects from FCRPS operations & maintenance?
5.B. What is the NHPA finding of effect for the proposed treatment?

6. Special Requirements or Conditions Needed to Insure Long-Term Success of the Treatment

7. References Cited

8. Signatures

8.A. Prepared By

Signature/Position/Agency or Tribe	Date
Signature/Position/Agency or Tribe	Date
Signature/Position/Agency or Tribe	Date

8.B. Reviewed By (Optional)

Signature/Position/Agency or Tribe	Date
Signature/Position/Agency or Tribe	Date
Signature/Position/Agency or Tribe	Date

8.C. Concurring Parties

Signature/Position/Agency or Tribe	Date
Signature/Position/Agency or Tribe	Date
Signature/Position/Agency or Tribe	Date

APPENDIX Y
FCRPS CURATION FACILITIES

Repositories Holding FCRPS Cultural Resources Program Collections

Repository	**Project Collections in the Repository**
Burke Museum, University of Washington, Seattle, Washington	Bonneville
Yakama Museum, Toppenish, Washington	Bonneville
Museum of Natural and Cultural History, University of Oregon, Eugene, Oregon	Bonneville, The Dalles, John Day
Tamastslikt Cultural Institute, Confederated Tribes of the Umatilla Indian Reservation, Pendleton, Oregon	John Day
Museum of Anthropology, Washington State University, Pullman, Washington	Little Goose, Lower Granite, Lower Monumental, Ice Harbor, McNary, Grand Coulee
University of Idaho, Moscow, Idaho	Lower Granite (Idaho sites); Dworshak
Curation Facility, Confederated Tribes of the Colville Reservation, Nespelem, Washington	Chief Joseph, Grand Coulee
AMECFosterWheeler, Bothell, Washington	Albeni Falls
Salish Kootenai College Curation Facility, Confederated Salish and Kootenai Tribes, Pablo, Montana	Libby, Hungry Horse
Curation Facility, Spokane Tribe of Indians, Wellpinit, Washington	Grand Coulee
Warehouse A, Grand Coulee Dam, Bureau of Reclamation, Grand Coulee, Washington	Grand Coulee (1 box only)