

**Bonneville Stewardship Funding Agreement**  
**[Name of property]**

**I. Purpose of the Agreement**

The Bonneville Power Administration (“**BPA**”) has funded the acquisition by [**Sponsor**] (“**Sponsor**”) of certain real property in \_\_\_\_\_ County, [*State*] (“**Property**”). BPA provided this funding to partially fulfill its fish and wildlife mitigation responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), and consistent with its obligations under the [*Insert governing MOA and date*]. In exchange, [**Sponsor**] granted the United States (acting by and through BPA) a conservation easement encumbering the Property (“**Conservation Easement**”). BPA and [**Sponsor**] are the Parties (“**Parties**”) to this agreement.

**II. Property[ies] Covered by this Agreement**

1. [Property name] (BPA Tract ID .....

**III. Consideration**

1. BPA will make a one-time lump sum payment of \$\_\_\_\_\_ from which [**Sponsor**] will draw monies as needed to provide stewardship on the Property (the “**Stewardship Funding**”).
2. Upon delivery of the Stewardship Funding, BPA will have forever satisfied any and all obligations it may have to [**Sponsor**] or any other entity or under any law to fund the stewardship of the Property.
3. [**Sponsor**] will not request or support the requests of others for any additional funding from BPA for stewardship activities on the Property as those activities are described in section IV.2 below. This agreement does not, however, preclude [**Sponsor**] from seeking other funding from BPA or any other source to restore the Property, as provided in section IV.4 below, to improve the ecological conditions on them for native fish and wildlife. BPA has no obligation to provide additional funding for restoration.

**IV. Use of the Stewardship Funding**

1. BPA is providing the Stewardship Funding under this agreement for [**Sponsor**] to provide stewardship on the Property; that is, for land management and maintenance on the Property in a manner that preserves or enhances its conservation value. [**Sponsor**] must use the Stewardship Funding only in a manner that helps fulfill the terms of the Conservation Easement, legal obligations associated with land ownership not otherwise prohibited by this agreement, and any land management plan for the Property that BPA has determined is consistent with the purpose of the acquisition and the terms of the Conservation Easement.
2. [**Sponsor**] may expend the BPA Stewardship Funding on land management and maintenance activities, including project management and oversight. BPA encourages [**Sponsor**] to use the funding for on-the-ground activities wherever possible to ensure protection, maintenance and enhancement of the Conservation Values identified in the Conservation Easement. Stewardship

Funding should not be used for restoration activities as described in section IV.4, below. Any uncertainty may be referred to BPA for resolution.

Representative stewardship activities under this agreement include, but are not limited to:

- Maintain and defend Property boundaries and other legal property interests;
  - Monitor and address surrounding land uses or activities that could adversely affect the conservation values on the Property;
  - Maintain [Sponsor]'s realty files including current photos, maps, tax and ownership information;
  - Update site management plans;
  - Maintain roads, trails, gates, fences, locks and signage;
  - Control and prevent unauthorized public access or use;
  - Prevent encroachment and mitigate risk of catastrophic wildfire;
  - Inventory, map and evaluate habitat conditions;
  - Outreach to neighbors, stakeholders, local governments and volunteers;
  - Detect, map and treat non-native invasive species;
  - Plan, conduct and monitor effects from prescribed fire;
  - Vegetation management, such as planting, seeding, mowing and maintenance of past plantings; or
  - Stewardship Fund reporting.
3. [Sponsor] is responsible for following applicable state and federal laws and obtaining any required permits when conducting stewardship activities. All activities completed with Stewardship Funding should be done using best management practices.
  4. [Sponsor] shall not use Stewardship Funding for restoration activities. For purposes of this agreement, restoration differs from stewardship in that restoration is typically larger scale, often includes earthmoving activities or construction, and occurs only once or at most infrequently. Restoration activities include such things as removing dikes, creating islands, reshaping topography, and placing or removing riprap or pilings.
  5. [Sponsor] shall not pay property taxes with Stewardship Funding.
  6. [Sponsor]'s stewardship actions funded in whole or in part with Stewardship Funding is not considered an ongoing federal action. [Sponsor] shall not be required to get any pre-approval from BPA for activities which are carried out with the Stewardship Funding, other than approvals that may be otherwise required under the Conservation Easement or other agreement with BPA, and federal regulations shall not, by reason of the Stewardship Funding, apply to contracts issued by [Sponsor] for any work on the Property.

## V. Stewardship Funding

1. Upon execution of this agreement, BPA will wire the Stewardship Funding to [Sponsor]'s designated account.
2. *[This provision subject to change in order to reflect Sponsor's structure for accounting on individual properties]* Subject to the above, [Sponsor] may allocate the Stewardship Funding as it deems appropriate between: (1) a "spend-down" stewardship account for the Property,

maintained centrally in the manner customary for such accounts for [Sponsor]; and (ii) an endowment account, from which the Property will receive a certain amount each year for application to the purposes of this agreement. [Sponsor] will maintain both kinds of accounts centrally at [Sponsor], with a separate subaccount for bookkeeping purposes for the Property, which will allow [Sponsor] to accurately track the Stewardship Funding and any other income from the Property.

3. In addition, [Sponsor] will deposit any net proceeds from any income generated from the Property through permitted activities (e.g., timber receipts, grazing lease fees, recreational or hunting fees, movie rights or royalties, sale of fixtures, etc.) in the stewardship account for the Property which is established in the manner described above. "Net proceeds" refers to proceeds remaining after necessary expenses related to the income-generating activity. Property taxes may be paid using income generated from the Property.
4. BPA and [Sponsor] may, by mutual written agreement, in addition to the property identified in section II, above, agree to include under the terms of this agreement one or more additional properties where BPA has funded [Sponsor]'s purchase of the property(ies) to aid BPA in fulfilling its fish and wildlife protection, mitigation, and enhancement responsibilities under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. § 839(b)(h)(10), or the Endangered Species Act, 16 U.S.C. § 1536. In that event, the terms of this Agreement shall apply to the funding BPA provides to [Sponsor] for the stewardship of the additional property(ies), and such additional property(ies) shall be included within the defined term "Property". The Parties intend that the Stewardship Funding shall be confined to the property for which it was originally awarded and that the term "Property" shall be construed to refer to such individual property, except as the context requires otherwise.

## **VI. Administrative Provisions**

1. [Sponsor] will provide to BPA an annual accounting of the use of the Stewardship Funding, beginning in calendar year 2015, documenting all expenditures made using the Stewardship Funding until the account is exhausted or the agreement expires as outlined in section VI.7, below. [Sponsor] will send the report to F&W Project Manager, KEWL/U/M-4, P.O. Box 3621, Portland, Oregon 97208-3621 unless otherwise directed by BPA. BPA may inspect [Sponsor]'s books for the stewardship account(s) at any time upon reasonable notice which shall be no less than five business days.
2. This agreement binds the Parties and their successors and assigns.
3. This agreement is meant to support [Sponsor]'s stewardship of the Property; however, this agreement does not amend or void any provision, or relieve [Sponsor] of any legal duties or restrictions, under the Conservation Easement or management plan. In the event of any conflict between the terms of this agreement and the terms of the Conservation Easement, the terms of the Conservation Easement shall control.
4. This agreement is a contract, and is separate and enforceable outside the terms of the Conservation Easement.

5. In the event there are disputes between the Parties relating to this agreement that are not resolved at the staff level, the staff of each Party will present the information and the nature of the dispute to its senior management staff for resolution. Should the Parties be unable to resolve the dispute at the senior staff level, the Parties agree to participate in mediation, using a mutually agreed upon mediator. The mediator will not render a decision, but will assist the disputing Parties in reaching a mutually satisfactory agreement.
6. In the event that [Sponsor] assigns or transfers the Property, [Sponsor] shall transfer the balance of the Stewardship Funding at the same time, including all principal, accrued interest, and other earnings, to the new owner of the property interest (or other entity approved by BPA), and [Sponsor] agrees to provide BPA a signed acknowledgement from the new owner that it understands the conditions for the use of the Stewardship Funding and will abide them. BPA will honor a reasonable, good faith calculation by [Sponsor] of the proper dollar amount to be transferred to the assignee of the Stewardship Funding.
7. The limitations and obligations that this Stewardship Funding Agreement imposes on [Sponsor] expire when either the Stewardship Funding has been fully expended or on September 30, 20\_\_*[30 years]*, whichever comes first.
8. Where this Agreement grants or requires BPA approval, unless provided otherwise, BPA shall complete its review and provide its decision within a reasonable time, typically within 30 business days after submission of a completed document from [Sponsor]. For amended or redrafted submissions, review should typically be within 15 business days. BPA shall not withhold its approval unreasonably.

**The United States Department of Energy, Bonneville Power Administration**

\_\_\_\_\_  
 F. Lorraine Bodi  
 Vice President, Environment, Fish and Wildlife

\_\_\_\_\_  
 Date

**SPONSOR**

\_\_\_\_\_  
 Name  
 Title

\_\_\_\_\_  
 Date