

**Wildlife Advisory Committee  
August 19, 2014  
Spokane, WA**

**DRAFT Meeting Notes**

**Attendees:** Jason Kesling (BPT), Paul Ashley (PSMFC), Norm Merz (KTOI), Peter Paquet (NPCC), Dwight Bergeron (MFWP), Alan Wood (MFWP), Philip Key (BPA), Loren Kroneman (NPT), Matt Berger (KT), Gregg Servheen (IDFG), Katherine Cousins (IDFG), Scott Soultz (KTOI), Sandra Fife (BPA), Mark Gaither (UCUT), John Sirois (UCUT), BJ Kieffer (STOI), Kelly Singer (CCT), Sam Rushing (CCT), Chad McCrea (STOI), Rob Stephens (STOI), and Binh Quan (QW Consulting)

**By Phone:** Aren Eddingsaas (SBT), Paul Dahmer (WDFW), Carl Scheeler (CTUIR), Bob Austin (USRT), Carol Perugini (SPT), Chris Wheaton (PSMFC), Ted Knight (TCK Law), Karl Weist (NPCC), Bernadette Graham (ODFW), Lawrence Schwabe (GRT), and Cory Langhoff (NWHI)

<b>Item 1</b>	<b>Introductions and Approval of Agenda</b>
	The WAC website update and NOAA’s programmatic workshop were added to the agenda.
<b>Item 2</b>	<b>WAC Website Update</b>
	Peter Paquet informed the participants that WAC meeting information and CBFWA’s wildlife-specific archives are now available on the NPCC’s website in the WAC section.
<b>Item 3</b>	<b>NOAA Programmatic Workshop</b>
	Aren Eddingass requested whether additional information was available regarding NOAA’s workshop on Pacific Northwest habitat restoration programmatic. The following is an excerpt from NOAA’s transmittal. Peter Paquet informed the participants that he would post the information to the website (Attachment 1).
<b>Item 4</b>	<b>Bonneville Template Stewardship Agreement</b>
	<p>Philip Key provided participants with an overview of the process that led to the development of BPA’s draft stewardship agreement template (Attachment 2). Philip indicated that the effort initially started as a “pilot experiment” a year ago with one land trust. The draft template reflects approximately 90% of the terms that were developed during the pilot effort with changes having been made through input from project sponsors purchasing properties through the Willamette Agreement. Philip stated that the template has been structured to ensure success in that BPA has been responsive to the request of the agencies and NGOs and that when the time comes will be as equally responsive to requests from the tribes. Philip further stressed that the template provides for flexibility and that BPA will to work with agencies and tribes to come up with provision that work for each entity. The agreement would represent a one-time payment. Philip suggested the agreement is structured and funded so there is a high likelihood funds are available for annual O&amp;M while principal grows. The agreement is designed to ensure funds are properly managed to last indefinitely and to continue to provide for the management and protection of the property.</p> <p>The funding negotiations will not result in low-ball or high-ball estimates. Philip indicated that during the funding negotiations, consideration will be given to what is a reasonable amount by focusing on the resources and what the reasonable amount is for BPA to fund. By</p>

	<p>entering into an agreement, project sponsors cannot advocate, through the NPCC or governor’s office for additional funds.</p> <p>As capital is being used elsewhere in BPA, the amount of funds for fish and wildlife efforts is decreasing. Participants expressed a concern about the availability of funds and how BPA would fund stewardships for all entities, at once, while avoiding a bow wave effect since BPA has indicated that the budget is “mature” and will remain stable. Philip indicated BPA has not evaluated the amount that each entity will need or request; however, Philip stressed that the time required to work through policy issues and solidify the agreements will likely take 5-10 years, which would likely allow for a staggered implementation of agreements.</p> <p>Philip stressed that BPA is in the early stages of planning, and there will be unforeseen circumstances that will be encountered during the continued development of the template. He agreed that there is a challenge in defining stewardship with distinctions between what is O&amp;M, what is enhancement, and the difficulty in distinguishing between enhancement and restoration and that they can often encompass the same kind of actions at slightly different scales. Philip indicated that he would give more consideration as to how they are defined while at the same time considering the structure of the Montana wildlife agreement.</p>
Item 5	<p><b>Southern Idaho Wildlife Settlement Agreement (Attachment 3)</b></p>
	<p>Gregg Servheen and Philip Key provided an overview of IDFG’s wildlife mitigation agreement (<a href="http://www.nwcouncil.org/media/7129066/SIWM4WAC08182014.pptx">http://www.nwcouncil.org/media/7129066/SIWM4WAC08182014.pptx</a> ) to resolve 50% of the wildlife mitigation associated with construction, inundation, and operational impacts associated with Black Canyon, Anderson Ranch, Palisades, and Minidoka dams (includes half of operational impacts associated with Deadwood Dam). The remaining 50% is addressed by the Shoshone-Bannock Tribes of the Fort Hall Reservation and the Shoshone-Paiute Tribes of the Duck Valley Indian Reservation; however, the percentage is not addressed by this agreement. The 50% allocation was agreed to by the state of Idaho and tribes through a co-signed letter provided to BPA in 2011.</p> <p>The agreement was developed following the approach used for the 2010 Willamette Wildlife Agreement; however, the needs of the tribes were addressed in a much different approach. Unlike the Willamette Wildlife Agreement, the Southern Idaho Agreement leaves intact the tribes expectations and provides opportunities to move forward with their interests. Regarding fish habitat credits, there is an understanding that there will be a need for additional discussions if BPA expresses a desire to “claim” credits in the future. The parallels between the Idaho and Willamette agreements are most noticeable relative to the elements of NPCC’s Fish and Wildlife Program that established appropriate terms for a resolution of settlement agreements. Philip reported that most of the stewardship template components have been “rolled” into the MOA.</p> <p>Regarding the proposed settlement, the tribes did not agree to the estimated operational impact value. According to BPA, the estimated amount is not binding, but rather a starting point from which the tribes can negotiate. Because the tribes are not bound by this number, they can provide additional information for consideration to support increasing the estimated value. If BPA agrees that the impact value should be greater, Idaho will be able to seek additional funding.</p> <p>Regarding project selection, unlike the Willamette Wildlife Agreement, there will not be a separate pathway to develop project selection criteria. Idaho will continue to use the processes that it has used in the past, and will follow the IDFG process that identifies IDFG’s Commission as the only entity that can purchase or exchange land. Although many potential</p>

	<p>opportunities exist in southern Idaho, Gregg informed the participants that the agreement is not geographically restricted, meaning IDFG can pursue opportunities regardless of their location in the state.</p> <p>The public process for reviewing the agreement opened August 15, 2015 and extends for 30 days. Because funds are available in BPA’s budget to make an “up front” payment this fiscal year, the review is being expedited. URL location for the public comments, <a href="http://www.bpa.gov/applications/publiccomments/OpenCommentListing.aspx">http://www.bpa.gov/applications/publiccomments/OpenCommentListing.aspx</a></p>
Item 6	<b>Operational Subgroup Meeting and Potential Issues: Update</b>
	<p>Peter Paquet provided an update regarding a potential effort to compare the utility of CHAP and IBI for the purpose of evaluating operational losses. Peter reported that it appears most of the information needed to perform the comparison is available (Attachment 3) and that that subgroup needs to evaluate whether it is worthwhile to perform such a comparison given the direction the region is moving relative to settlement agreements and the potential challenge of securing funding to complete the evaluation .</p>
Item 7	<b>HEP Subgroup Meeting and Potential Issues: Update</b>
	<p>Peter Paquet informed the participants that during the next HEP Subgroup meeting, the subgroup participants will begin to develop a decision matrix by evaluating the issues and options that the subgroup has identified in their previous meetings.</p>
Item 8	<b>Next WAC Meeting</b>
	<p>WAC Meeting October 8, 2014 Pendleton, OR</p>

## Attachment 1

### Workshop on Pacific Northwest Restoration Programmatic

#### HIP III / ARBO II / PROJECTS

If you fund, develop, design, implement, review, or approve restoration projects, this workshop is for you. Please join us for a three-hour overview and discussion regarding the six new and updated restoration programmatics that cover a suite of restoration activities in the Pacific Northwest. Action agencies include BPA, BLM, FS, Coquille Tribe, BIA, FWS, and NMFS. **RSVP Requested.**

In this workshop, we will be discussing (1) development of the biological opinions, (2) action areas and activity categories, (3) general and species-specific conservation measures, (4) project design criteria, (5) Restoration Review Teams, (6) review and approve process, (7) fish passage review and approval, (8) the use of variances, and (9) the implementation process. Similarities and differences between the programmatics will be highlighted. The workshop will primarily be a facilitated discussion and will allow plenty of time for interaction. Please join us at a venue near you. Space is limited – please RSVP to guarantee your seat.

<b>Location</b>	<b>Date &amp; Time</b>	<b>Restoration Programmatics</b>	<b>RSVP</b>
<b>Roseburg</b> 2900 NW Stewart Pkwy Roseburg, OR 97471 Main Conference Room	September 8th 12:30 – 3:30	Paul Bridges – BO Writer Janine Castro – RRT Aaron Beavers – Fish Passage	Janine_M_Castro@fws.gov v
<b>Portland</b> 2600 SE 98th Ave. Portland, OR 97266 Main Conference Room	September 9th 9:00 – 12:00	Chris Allen – BO Writer Janine Castro – RRT Aaron Beavers – Fish Passage	Janine_M_Castro@fws.gov v
<b>La Grande</b> TBD	September 10th 9:00 – 12:00	Paul Bridges – BO Writer Janine Castro – RRT Jeff Brown – Fish Passage	Jeff@grmw.org Mary@grmw.org
<b>Ellensburg</b> TBD	September 11th 9:00 – 12:00	Chris Allen – BO Writer Janine Castro – RRT Jeff Brown – Fish Passage	Dale.Bambrick@noaa.gov

## Attachment 2

### 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 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**

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F. Lorraine Bodi	Date
Vice President, Environment, Fish and Wildlife	
<b>SPONSOR</b>	

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Name	Date
Title	

### ATTACHMENT 3

1. project boundary file of the area to be assessed,
  - a. Easy enough to create a shapefile
2. vegetation, habitat, and structural condition type map(s) that would be available,
  - a. We have a land cover class (LCC), but do not have structural condition. However, the vegetation model that was developed may help.
3. LiDAR both the ground (which has been processed for elevation and unprocessed or first return info),
  - a. We have ground level LiDAR for 2005 and 2009
4. species list potential and or actual for the area or sites; this includes birds, fish, herps, mammals and inverts;
  - a. This can be assembled. Have good data for birds and invert (families), some herb based on sampling, fish may have been sampled upstream and downstream of the proposed project area; I'll need to verify.
5. historic map of the area or please provide aerial photos prior to Dam construction; multiple years are OK;
  - a. Have LCC for 1934 and 2004. Have additional georeferenced aerials for 1958, 2005 (high resolution), 2006, 2009 (high resolution), 2011
6. any current imagery or aerial photos preferably showing different temporal depictions after the Dam was built;
  - a. see above
7. hydrology or sediment studies or findings especially anything that is already in a GIS;
  - a. Have a 2D model for the area, run both in the pre and post dam scenarios. Outputs include velocity, shearstress, depth, duration.
8. any fish habitat surveys that have been done in or near the project boundary,
  - a. fish may have been sampled upstream and downstream of the proposed project area; I'll need to verify.
9. any land use/land cover maps that have been developed,
  - a. LCC includes land use effects. However, we do have a veg model that predicts veg based on hydrology over time. This was not part of the OPLOSS report due to timing issues. We are working on a publication using this model.
10. any fine featured habitat elements (Key Environmental Correlates) that have been recorded at the sites or within the project boundary,
  - a. We've collected fine featured data on approximately 8 - 50m plots within this area, including KEC presence/absence.
11. IBI plot data that was collected on the properties of interest, and
  - a. Easy enough
12. a list of other GIS data that would be available that is not mentioned above.
  - a. This is a vague request, but I am sure as we work through the process, the needs will become clearer.