

**Memorandum of Agreement
between
the Spokane Tribe of Indians
and
the Bonneville Power Administration
pursuant to
a Memorandum of Understanding & Mediated Settlement Agreement**

INTRODUCTION

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

RECITALS

The Spokane Tribe of Indians is a federally recognized Indian Tribe. The Tribe’s Reservation was established on August 18, 1877 after the Tribe was forced from parts of its homeland by the United States government. *Northern Pac. Ry. Co. v. Wismer*, 246 U.S. 283, 288 (1918). The Tribe’s Reservations’ boundaries are the East Bank of Tshimakain Creek, the South Bank of the Spokane River, the West Bank of the Columbia River and the Northern Border is the 48th parallel. 1880 WL 32483 (Exec.Ord.). The Tribe’s ancestral lands as found by the Indian Claims Commission and affirmed by the United States Court of Claims include the entirety of the Spokane River as it flows through what is now Washington State and portions of the Columbia River. *Spokane Tribe of Indians v. United States*, 163 Ct.Cl. 58, 1963 WL 8583, 5 (1963). The Tribe has unquantified water rights with a priority date of August 18, 1877 within the Spokane and Columbia Rivers, which also include a right to water of a quality that can sustain fish and other aquatic life as food source for the Tribe. *See United States v. Anderson*, 591 F.Supp. 1, 5 (E.D. Wa 1982). Finally, the Spokane Tribe retains ownership of the original beds and banks of its Reservations’ boundary waters (Spokane River, Columbia River and Tshimakain Creek). *See Opinion on the Boundaries of and Status of Title to Certain Lands within the Colville and Spokane Indian Reservations*, 84 Interior Dec. 72, 78, 1977 WL 28859, at 5 (Feb. 2, 1977). In addition to the fishing and hunting rights the Tribe retains within its Reservation, the Tribe retains “paramount use” rights for a portion of Lake Roosevelt for fishing, hunting, and boating outside the Reservation’s boundaries. 16 U.S.C. § 835d.

¹ Executed September 21, 2023.

The Spokane Tribal Department of Natural Resources (“DNR”) currently operates several mitigation programs and a resident fish hatchery that are directly funded by the Bonneville. Additionally, in an effort to protect the Tribe’s membership and guests from pollution and negative water quality impacts in the waters of the Reservation, the Tribe has been granted treatment in the same manner as a state status (“TAS”) under the Clean Water Act (“CWA”), 33 U.S.C. § 1377(e). Finally, in 2019 the United States recognized some of the inequities surrounding the construction of Grand Coulee Dam with the passage of the SPOKANE TRIBE OF THE SPOKANE RESERVATION EQUITABLE COMPENSATION ACT, PL. 116-100, 133 Stat. 3256, which provides the Tribe with a portion of the revenue generated by the power produced at Grand Coulee Dam.

- A. Bonneville is a power-marketing administration, within the United States Department of Energy, that sells power at cost and not-for-profit, with preference to publicly-owned utilities and entities in the Northwest. Bonneville is subject to a variety of detailed and diverse statutory directives that it must discharge in accordance with sound business principles. Among these, the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h (“Northwest Power Act”) directs Bonneville to protect, mitigate, and enhance fish and wildlife affected by the development and operation of federal hydroelectric projects on the Columbia River and its tributaries (the “Federal Columbia River Power System” or “FCRPS”), in a manner consistent with the purposes of the Act, the fish and wildlife program adopted by the Pacific Northwest Electric Power Planning and Conservation Council (Council) under subsection 4(h) of the Act, and other environmental laws.
- B. The Tribe and Bonneville are parties to a Memorandum of Understanding & Mediated Settlement Agreement (the “P2IP Agreement”) with the Confederated Tribes of the Colville Reservation, the Coeur d’Alene Tribe, and the United States, acting through the U.S. Army Corps of Engineers, the Bureau of Reclamation, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service to pursue and implement the reintroduction of anadromous salmon into that portion of the upper Columbia River basin currently blocked to anadromous fish by Grand Coulee and Chief Joseph dams, in which the Tribe has agreed to an extended stay or administrative closure of legal challenges previously filed against Bonneville and other federal agencies related to salmon reintroduction.
- C. This Agreement is the result of the Parties’ good-faith negotiations. Section V.1 of the Settlement Agreement includes the expectation that the Tribe and Bonneville will enter into short and long-term funding agreements. These agreements provide for the funding and implementation of certain additional fish and wildlife activities to address impacts to fish and wildlife and their habitat which results from the construction, inundation, and operation of Grand Coulee and Chief Joseph Dams. In federal fiscal year (FY) 2023, Bonneville provided an additional \$2.34 million dollars in annual expense funds which fulfilled the short-term funding commitment. This Agreement addresses Bonneville’s long-term funding

commitment; implementation of which will benefit fish and wildlife and meet the corresponding litigation settlement expectations of the Settlement Agreement.

- D. The Parties anticipate this Agreement will be followed by similar long-term successor agreements.
- E. Although not a subject of this Agreement, the Parties will continue efforts to coordinate, in existing appropriate forums, with the Bureau of Reclamation and the Corps of Engineers on matters related to the influence of Columbia River System operations on Lake Roosevelt's bank stability.

AGREEMENT

I. Fish and Wildlife Commitments

The Parties agree that Bonneville will fund and the Tribe will implement a suite of fish and wildlife projects over the 10-year term of this Agreement, in accordance with the provisions below. Bonneville's funding commitments are subject to compliance with applicable laws and regulations, including but not limited to the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA), and the Northwest Power Act (NWP).

A. Fish and Wildlife Projects

1. *Annual Project Portfolio (Expense)*

- a. The individual projects that make up the portfolio of expense projects to be funded and implemented under this Agreement are summarized in Attachment A. Bonneville's funding commitment for each project, in the form of an annual planning budget, is identified in Attachment B, for a fiscal year (FY) 2024 expense portfolio total of \$8.62 million.
- b. These projects may be modified, individually or as a portfolio, by agreement of the Parties based on biological priorities, feasibility, science review comments, new information, current needs, or other changed circumstances.
- c. The Parties agree that all projects funded pursuant to this Agreement are consistent with the Council's Columbia River Fish and Wildlife Program (Program) (including sub-basin plans), as amended.
- d. **Replacement Projects.**
 - i. The Parties acknowledge that the projects identified in this Agreement may not ultimately be implemented, in whole or in part, due to a variety of possible factors, including but not limited to:
 - Insurmountable issues arising during regulatory compliance, e.g., under ESA, NEPA, NHPA, Clean Water Act (CWA) permit processes;
 - New information regarding the biological benefits of the project (e.g., new information indicating a different implementation action is of higher

priority, or monitoring or evaluation indicates the project is not producing its anticipated benefits);

- Changed circumstances (e.g., completion of the original project or inability to implement the project due to environmental conditions); or

ii. *Replacement Projects.* Should a non-hatchery project not be implemented as noted above, Bonneville and the Tribe will promptly negotiate a replacement project.

(a) A replacement project should be the same or similar to the one it replaces in terms of target species, limiting factor(s), mitigation approach, geographic area and/or subbasin and biological benefits.

(b) A replacement project would have the same or similar planning budget as the one it replaces (less any expenditures made for the original project) and will take into account carry-forward funding as agreed to by the Parties.

2. *Ford Hatchery Project (Capital).* In coordination with the Washington Department of Fish and Wildlife and the Bureau of Reclamation, the Tribe is pursuing plans to modify existing Ford Hatchery facilities for conversion from trout production to anadromous fish production. See Attachment C [*general description of Ford Hatchery modification project*]. During the term of this Agreement, Bonneville commits to make a total of \$3 million in capital funding available for the design, permitting, and construction of this project. BPA anticipates that this will be capital funding, but BPA may provide portions of this \$3 million commitment as expense funding if BPA determines it is appropriate to do so.
3. *Spokane Hatchery Net Pen Upgrade (Capital).* Bonneville commits to make up to \$2 million in capital funding available for upgrades to Lake Roosevelt trout pens to reduce predation losses and to improve function and safety of net pen operations.
4. *Real Property Acquisition and Large-Scale Restoration (Habitat Capital)* The Parties agree to pursue the acquisition of real property interests for the permanent protection of fish and wildlife habitat, with an emphasis on acquisitions that can provide benefits to both (ecosystem benefits), such as protection of riparian areas. The Parties may also pursue large-scale fish and wildlife habitat restoration projects as appropriate. Therefore, during the term of this Agreement, Bonneville commits to make capital habitat funds available to the Tribe for (1) fish and wildlife land acquisitions and (2) habitat restoration projects. In each case (land acquisition and habitat restoration), proposed expenditures must satisfy Bonneville's capitalization criteria to be eligible for capital habitat funds under this Agreement; *further*, proposed expenditures for capital land acquisitions must successfully complete the federal acquisition procedures and regulations, discussed in

section I.B.3, below.² The Tribe agrees to provide Bonneville with notice of proposed habitat capital projects as early as practicable and understands that advance coordination for proposed habitat capital expenditures will give Bonneville the best opportunity to assure that capital is available in the fiscal years in which it is needed; *however* the Parties acknowledge Bonneville is unable to guarantee capital funding availability in any given year, however, the overall capital commitment contained herein will be available during the life of this Agreement. Capital funds for real property acquisition will remain available for 1 year beyond the term of this Agreement for acquisitions initiated but not completed prior to the expiration of this Agreement, but will not be available for properties for which the acquisition process was not initiated prior to the expiration of this agreement. Bonneville understands and agrees that the Tribe intends to focus its acquisition efforts on securing property within its reservation boundaries, *however*, other appropriate off-reservation acquisitions. are not precluded.

5. *Implementation Warehouse.* Bonneville commits to make a total of \$3 million available for the design, permitting, and construction of space to store and maintain field equipment, while also providing workspace in the same location for STOI staff to efficiently implement and manage STOI fish and wildlife projects.

B. Project Administration

1. Annual Expense Projects

- a. Bonneville's funding commitments to the Tribe, beginning in FY 2024, are set out in Attachment B, to this Agreement.
- b. Inflation. The Parties agree to an annual inflation rate of 2.5% beginning in federal FY 2025, reflected in the expense budgets shown in Attachment B; *provided*, that the Parties shall meet and confer in the fifth year of this Agreement to determine whether any adjustment to the annual inflation rate is appropriate based on actual inflation during the first five years of the Agreement as well as the pace and level of spending under the Agreement to date.
- c. Budget Flexibility. Attachment B funds can be reallocated across different projects or fiscal years pursuant to the budget flexibility rules below; however, the total amount of funds that can be spent in a single fiscal year - including any unspent funds from any prior fiscal years - shall not exceed 120% of the budgeted amount for that year set forth in Attachment B.
 - i. Out-year Pre/Reschedule – Preschedules and reschedules are defined as the transfer of funds for a project to an earlier or future period, respectively. Preschedules and reschedules of a project's working budget (e.g., changes to budget timing) will be allowed so long as the funds are not currently obligated

² Bonneville's fish and wildlife capitalization policy is available here: <https://www.bpa.gov/-/media/Aep/about/internal-policy-library/policy-212-10-fish-and-wildlife-capitalization.pdf>

and adjustment is consistent with the Tribe's annual budget cap shown in Attachment B.

- ii. **Budget-transfer** – Budget-transfer means the transfer of funding from one project to another in the same or different years. In general, budget transfers are allowed so long as the funds are not currently obligated and the adjustment is consistent with the budget cap and the terms of this Agreement. *Further*, proposed budget transfers that would facilitate implementation of previously-agreed upon mitigation actions will be presumptively supported absent extenuating circumstances. *However*, proposed budget transfers that would enable new or expanded mitigation actions, or that would result in cessation, alteration, or diminishment of existing mitigation actions, will first require the Parties' discussion and mutual agreement.
 - iii. **Obligated Funds** - Funds included in a currently open contract are considered obligated funds and may not be rescheduled or transferred until they are de-obligated. Upon completion of contract deliverables (including status and annual reports) and submission and payment of a final invoice, any savings (remaining contract balance) will be de-obligated from the contract and returned to the project budget and may at that point be obligated to another contract or fiscal year. If the Tribe does not implement a work element or task in an open contract, Bonneville may agree to de-obligate the funds for that deliverable within the open contract period and make those funds available for other work. Project managers should expect a delay between the end of contract and the return of excess funds to the project budget. Uncompleted work element deliverables and funds associated with them may be rescheduled from one year to the next via modification to the current contract and inclusion in the subsequent contract.
 - iv. Bonneville, where appropriate, will make multi-year contracts available to the Tribe and will make corresponding adjustments to annual budgets, however, the provision of funding through multi-year contracts does not affect or alter the overall budget commitments of this Agreement.
- d. **Project Implementation and Procurement**
- i. Each project will be implemented via one or more contracts or financial assistance awards. The appropriate procurement vehicle will be determined based on the planned work and consistent with Bonneville's procurement guidance and policies.³ The terms contained and conditions in the contract or financial assistance award will be adhered to by Bonneville and the Tribe (e.g., timely invoicing and payment, timelines associated with contract close-out).

³ Bonneville's Financial Assistance Instructions are currently found here: [Financial Assistance Instructions Manual - Bonneville Power Administration \(bpa.gov\)](#) and Bonneville's Purchasing Instructions are currently found here: [Bonneville Purchasing Instructions - Bonneville Power Administration \(bpa.gov\)](#). Both may be updated from time to time.

- ii. Site-specific environmental review will occur on a project-by-project basis or as Bonneville determines is necessary.
 - iii. Nothing in this Agreement supersedes or modifies federal procurement law.
 - iv. Bonneville will endeavor to designate a consistent point of contact or Contracting Officer Representative to administer the Tribe's contracts with Bonneville
 - e. Unspent Expense Funds. The Parties agree that, at the request of the Tribe, any portion of unspent expense budgets may be moved into the Land Acquisition Fund (1.B.3, below) as capital that will be available for the remainder of the term of this Agreement. However, the Tribe understands that the amount of unspent funds associated with a contract in any given fiscal year cannot be calculated until after that contract has been closed (all invoices submitted and reimbursed), and that such unspent funds are not available to move pursuant to these expense budget rules until that time. Therefore, time is of the essence with respect to submission of invoices for reimbursement and Bonneville's ability to close fiscal year contracts promptly.
 - f. Cost Share. The Parties understand that the Tribe and others are currently expending substantial funds to protect and enhance fish and wildlife species or their habitats in close proximity to where the Bonneville funds will be applied. Bonneville supports and the Tribe commits to continue its efforts to secure or support funding for fish and wildlife from non-Bonneville sources, including cost-share.
2. *Habitat Capital and Ford Hatchery Capital Funding*. During the term of this Agreement, Bonneville will make up to \$33 million available to the Tribe for a combination of hatchery upgrades to facilitate fish production and associated infrastructure, as well as for the purchase and protection of real property to provide conservation benefits to fish and wildlife and for the restoration of fish and wildlife habitat.
- a. No inflation adjustment. No inflation adjustment will be applied to the capital funding commitments described in this Agreement.
 - b. Budget coordination. The Parties agree to coordinate prospective capital spending during the year to ensure Bonneville has sufficient flexibility in its capital budget to accommodate large expenditures.
 - c. Initial Allocation
 - i. As described above, Bonneville will make \$3 million of the capital funding described above available for the Ford Hatchery Project during the term of this Agreement. The Parties will strive to manage total design, permitting, and construction costs within that commitment. If the Ford Hatchery Project capital commitment is no longer expected to be sufficient to cover costs at the time of construction, the Parties agree the Tribe may allocate unused Land Acquisition Funds, below, to address the capital shortfall.
 - ii. Bonneville will make up to \$30 million in capital funding available for capitalized land acquisitions during the term of this Agreement. These capital funds

establish a discrete “Land Acquisition Fund” available for the term of this Agreement.

d. Hatchery Funding and Future Agreements

- i. *Replacement Hatchery Project.* If the Ford Hatchery Project is not able to be implemented, the Tribe may propose a replacement or alternative project to BPA. If BPA agrees, then any unused land acquisition and hatchery capital funds may be shifted to the proposed replacement capital project(s).
- ii. The Parties understand and agree that a final decision to construct and implement the new program and facilities at Ford Hatchery, or any replacement project, as described in this agreement is contingent on satisfactory completion of numerous additional processes and due diligence steps (including but not limited to: hatchery design and review processes, permitting, confirmation of right to adequate quantity and quality of water, environmental compliance, and contractor selection) and that additional implementation agreements may be necessary to facilitate completion of such processes and steps.
- iii. The Parties agree Bonneville will provide annual expense operations and maintenance cost-share funding for the upgraded components of the Ford Hatchery, once completed. The amount of such funding will be negotiated in good faith prior to construction. The Parties agree that hatchery design will be mindful of long-term operation and maintenance (O&M) costs. When designing hatchery elements, the Parties agree to consider alternatives to reduce O&M costs as well as to improve operational and environmental efficiencies and function.
- iv. The Parties further agree to enter into any necessary additional agreements to clarify roles and responsibilities related to hatchery design and construction and long-term O&M.

e. Capital Funding for Land Acquisitions and Habitat Restoration

- i. The Parties agree to confer after 5 years, or once \$15 million has been expended, whichever comes first, to reassess opportunities for land acquisitions that could be completed during the term of this Agreement. Additional acquisition opportunities must convey additional benefits with similar attributes and terms defined below.
- ii. The Tribe may acquire lands for the permanent protection of fish and wildlife using funds from its annual expense budget or from the Land Acquisition Fund.
- iii. The Parties agree that each land acquisition under this Agreement must provide for perpetual protection of fish and wildlife habitat, and that Bonneville shall receive a real property interest in each property (a conservation easement if the Tribe acquires fee title, and third-party rights of enforcement in a conservation easement acceptable to BPA if the Tribe acquires a conservation easement).

f. Administration and Due Diligence.

- i. The Parties understand and agree that federal real property acquisition procedures and regulations shall govern the acquisition of land under this Agreement, and Bonneville cannot commit to acquire any parcel until satisfactory completion of that due diligence process for each property that the Parties agree to pursue.
 - ii. The Parties acknowledge that Bonneville's due diligence includes, but is not limited to, compliance with BPA's internal land acquisition policies, the Uniform Relocation Assistance and Real Property Acquisition Policy Act, 42 U.S.C. § 4601 *et seq.*, federal appraisal standards and federal environmental compliance requirements. The Parties acknowledge that time is of the essence in land transactions and will endeavor to conduct their due diligence obligations in an efficient and effective manner.
 - iii. The Parties may decide an additional implementation agreement is appropriate to define the roles and identify the steps necessary for successful completion of land acquisitions with the capital funds provided under this Agreement.
3. Acknowledgement of Permanent Credit. The Parties agree that Bonneville's capital funding policies govern the use of capital funds, and certain criteria must be met before expenditures can be made. The Parties agree that each acre protected or restored under this Agreement will provide a permanent and irrevocable acre of credit against Bonneville's legal obligation to mitigate for the effects of the FCRPS on fish and wildlife, including operational impacts from Grand Coulee and Chief Joseph Dams. The Tribe will submit to Bonneville, in writing, the total number of acres to be acquired prior to closing of each acquisition, along with the Tribe's written confirmation that it will affirmatively support BPA's claim of corresponding mitigation credit in perpetuity. For restoration projects, the Tribe will submit to Bonneville, in writing, the total number of acres benefitting from restoration actions at the time of the contract close-out, along with the Tribe's written confirmation that it will affirmatively support BPA's claim of corresponding mitigation credit in perpetuity. At its sole discretion, Bonneville will allocate these mitigation credits against any of its mitigation obligations.

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

1. *Expense Projects*
 - a. Categorical Reviews. For expense projects implemented under this Agreement, the Tribe agrees to active and good-faith participation in the Independent Scientific Review Panel's (ISRP) review of such projects (i.e., "categorical reviews") conducted pursuant to 16 U.S.C. § 839b(h)(10)(D).
 - b. Council Recommendations. The Parties will consider reasonable adjustments to expense projects based on Council recommendations that result from ISRP reviews

conducted pursuant to 16 U.S.C. § 839b(d)(h)(10)(D). A decision to make such reasonable adjustments will require agreement of both Parties.

2. *Hatchery Projects*

- a. Step Review Process. As the proponent of a new hatchery program and associated facilities under this Agreement, the Tribe agrees to participate in applicable ISRP and Council 3-step review processes, including master planning, recognizing that the ultimate decision to implement is for Bonneville subject to the terms of this Agreement. Capital funding for any new hatchery project is subject to these review processes. The Parties will consider reasonable adjustments to hatchery projects based on ISRP and Council recommendations. A decision to make such reasonable adjustments will require agreement of both Parties.

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

A. Adequacy. The Parties acknowledge that this Agreement addresses and fulfills the commitments contemplated in Section V.1 of the P2IP Agreement with respect to Bonneville. Further, the Tribe affirms that, for the term of this Agreement, the combined package of actions and commitments included in this Agreement and the P2IP Agreement is adequate to resolve the Tribe's claims in the Tribal Litigation, as defined in the P2IP Agreement, as well as address any and all Bonneville duties related to:

- conserving listed salmon and steelhead, including avoiding jeopardy and adverse modification of designated critical habitat under the ESA, and
- protection, mitigation, enhancement and equitable treatment of fish under the Northwest Power Act.

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

1. *Relation to P2IP*. The Parties acknowledge that the Tribe's affirmation of adequacy, above, is premised not only on the commitments contained in this MOA, but also on the P2IP Agreement.
2. The Tribe further agrees that if the Ford Hatchery Project, or a replacement project under section I.B.2.d., is completed, the hatchery commitments under this Agreement are adequate for 30 years from the effective date of this Agreement, and the Tribe will not seek additional funding from Bonneville for new hatchery facilities or programs during that time.

- a. This forbearance will not apply if the Ford Hatchery Project or a replacement project under section I.B.2.d., above, is not completed pursuant to this agreement.

B. Forbearance from Positions Contrary to Affirmation of Adequacy.

- 1. The Tribe covenants that during the term of this Agreement:
 - a. Tribe will not initiate, join in, or support in any manner suits challenging the legal sufficiency of the 2020 Columbia River System Operations Environmental Impact Statement Record of Decision, associated ESA consultations, or conforming implementing Records of Decision.
 - b. So long as the Agreement is being implemented, the Tribe will not initiate, join in, or support in any manner suits challenging Bonneville's compliance with its legal duties to fish and wildlife resources affected by development or operation of the FCRPS, or to the Tribe with respect to such fish and wildlife resources.
 - c. During the term of this Agreement, the Tribes agree to not assert in any forum including, but not limited to, Bonneville rate cases, formal or informal administrative processes, and in court litigation, that Bonneville has failed or will fail to provide sufficient funding to meet its fish and wildlife obligations. This means, for example, that the Tribe agrees not to request or assert the need for Bonneville to increase fish or wildlife funding in such processes during the term of this Agreement, and that the Tribe will not make such requests or assertions in future rate making/approval/review proceedings based on alleged infirmities in prior ratemaking/approval/review proceedings.
 - d. Nothing in this Agreement bars the Tribe from lobbying, advocating, and/or seeking cost-share or other additional funding from sources other than Bonneville.

C. Columbia River Treaty. The Parties acknowledge that at the time of this Agreement, the Tribe and Bonneville are each engaged in processes related to negotiation of the Columbia River Treaty between the United States and Canada. The Tribe reserves the right, and it shall not be considered a breach of this Agreement, for the Tribe to advocate for any particular outcome in Treaty negotiations or subsequent related NEPA processes. However, should the Tribe elect to initiate, join in, or support in any manner suits challenging Bonneville's compliance with its legal duties related to development or operation of the FCRPS in connection with Columbia River Treaty implementation or related NEPA decisions, the Tribe must first withdraw from this Agreement.

D. Consistent Participation in Council Processes. During the term of the Agreement, the Tribe and Bonneville will submit recommendations or comments or both in relation to Council Program amendments that are consistent with this Agreement, including the Tribe's affirmation of adequacy and confirmation that the actions committed to in this Agreement, together with the commitments of the P2IP Agreement, adequately address

any Bonneville role with respect to Council Program provisions or recommendations related to the need for increased mitigation in the upper Columbia and salmonid reintroduction in the upper Columbia blocked area. This means that the Tribe will not propose or support additional Bonneville actions or funding in Council processes.

However, neither the Tribe nor Bonneville waive the right to assert that, if adopted by the Council based on its own recommendations, or recommendations of third parties, an amendment that is contrary to this Agreement is either lawful or unlawful under the Northwest Power Act, or any other law, is justified or unjustified on a factual, biological, technical, or other basis, or is supportable as a policy or financial matter, provided they act consistent with the terms of this Agreement.

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

3. *Formal Dispute Resolution – Mediation.* If the Parties are unable to achieve resolution of a disagreement or dispute after complying with the informal dispute resolution provisions above, a Party may request formal mediation. Mediation will occur using a mutually agreed upon mediator. The mediator will not render a decision but will assist the Parties in reaching a mutually satisfactory resolution. The Parties agree to share equally the costs of the mediation.

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

1. In the event of termination of the P2IP Agreement by either Party to this MOA for any reason, the Parties shall each have the right to withdraw from this MOA.
2. In the event of material noncompliance with this agreement, or the initiation of litigation by the Tribe challenging the sufficiency of the measures or actions included within this Agreement to meet Federal obligations under the ESA, NEPA, Northwest Power Act, the Columbia River Treaty, or the CWA.

Effect of Withdrawal:

- a. In the event of a party's withdrawal from this Agreement, Bonneville will continue to fund implementation of such actions that it determines are necessary and appropriate for its legal compliance.
- b. Further, upon a Party's withdrawal, all funding commitments and covenants made in this Agreement cease; however, the Party's liabilities and obligations under project contracts or financial assistance awards effective on the date of withdrawal remain in effect unless and until altered pursuant to the terms and procedures of such contract or financial assistance award.
- c. Further, upon either Party's withdrawal, each Party reserves all legal arguments, claims, and defenses, and this Agreement cannot be used as an admission, concession, or evidence.

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

IV. Other Provisions.

A. Effective Date. This Agreement is effective once signed by each Party.

- B. Term of Agreement.** The term of this Agreement extends from its Effective Date through the end of federal fiscal year 2033, which is September 30, 2033. Representatives of both parties will meet no later than the month of September 2031 to kick off discussions and development of a successor agreement to this Agreement.
- C. Applicable Law.** All activities undertaken pursuant to this Agreement shall be in compliance with all applicable laws and regulations. No provision of this Agreement will be interpreted or constitute a commitment or requirement that Bonneville take any action in contravention of law, including the Administrative Procedure Act, the National Environmental Policy Act, the Endangered Species Act, Federal Advisory Committee Act, Information Quality Act, the Northwest Power Act, or any other procedural or substantive law or regulation. Federal law shall govern the implementation of this Agreement and any action brought pursuant to it.
- D. Third Parties.** No third-party beneficiaries are intended or created by this Agreement.
- E. Amendments.** The Parties may agree to amend this Agreement, provided that any such amendment must be in a writing signed by the Parties.
- F. Waiver.** The failure of a party to require strict performance of any provision of this Agreement, or a party's waiver of performance of any provision of this Agreement, shall not be a waiver of any future performance or of a Party's right to require strict performance in the future.
- G. Uncontrollable Force.** The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force:
"Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:
1. strikes or work stoppage;
 2. floods, earthquakes, or other natural disasters; terrorist acts; epidemics, pandemics and
 3. final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

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

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

- H. **Tribal Trust.** The Parties agree that nothing in this Agreement is intended to nor shall in any way abridge, abrogate, or resolve any rights reserved to the Tribe. The Parties agree that this Agreement is consistent with rights of the Tribe and the United States' trust obligation to the Tribe, but does not create an independent trust obligation.
- I. **Notice.** Notices under this Agreement shall be in writing, delivered personally to the persons listed below, or shall be deemed given 10 days after deposit in the United States mail, addressed as follows, or at such other address as either Party may from time to time specify to the other Party in writing. Notices may be delivered by electronic means, provided that they are also delivered personally or by mail. The addresses listed below can be modified at any time through written notification to the other Party.

Notices to the Spokane Tribe of Indians should be sent to:

Chair
Spokane Tribe of Indians
PO Box 100
Wellpinit, WA 99040

Director
Department of Natural Resources
Spokane Tribe of Indians
PO Box 480
Wellpinit, WA 99040

General Counsel
Office of the Spokane Tribal Attorney
Spokane Tribe of Indians
PO Box 100
Wellpinit, WA 99040

Notices to Bonneville should be sent to:

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

J. List of Attachments.

Attachment A – Fish and Wildlife Project Descriptions
Attachment B – Expense Project Planning Budgets
Attachment C – General Description of the Ford Hatchery Project

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


SIGNATURES



Gregory Abrahamson
Chairman
Spokane Tribe of Indians

Apr. 15, 2024

Date



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

April 10, 2024

Date

Attachment A:
Fish and Wildlife Project Descriptions

1. 1991-046-00 Spokane Tribal Fish Hatchery (Ongoing)

Abstract: The Spokane Tribal Fish Hatchery is a resident fish substitution project to partially mitigate impacts in the blocked areas. It supports resident fish populations in all Reservation waters. Fish are raised at the hatchery and stocked in Reservation Lakes and Lake Roosevelt. As part of the project fish populations as well as environmental conditions and angler success rates are monitored, and information gained is used to guide hatchery stocking strategies. The hatchery was first opened in 1990 and was significantly updated in 2016.

- Target Species: Triploid Rainbow Trout
- Reference: 2015 Extended & Amended O&M agreement

2. Lake Roosevelt Net Pen Project (Ongoing- associated with 1991-046-00)

Abstract: The Spokane Tribal Hatchery was not designed to hold broodstock. One of the primary goals of the Hatchery is to raise triploid rainbow trout for the Lake Roosevelt Development Authority Volunteer Net Pen Program. The Net Pens have been in continuous operation for over 20 years with very few upgrades to date. Lake Roosevelt has proved to be an excellent location for raising rainbow trout in net pens. This project will significantly upgrade the overall infrastructure for the net pens improving safety, increasing the ability to fend off predators, and setting the program up for another 20 years of operation.

- Target Species: Triploid Rainbow Trout
- Projected Benefits: Hatchery operations are limited due to the small size of the hatchery and improvement to the net pens will result in healthier fish and realization of target goals.

3. 1994-043-00 Lake Roosevelt Data Collection Project (Ongoing and Expanded)

Abstract: The Lake Roosevelt Fisheries Evaluation Program (LRFEP) is a cooperative program comprised of the Spokane Tribe of Indians (STOI), Washington Department of Fish and Wildlife (WDFW), the Colville Confederated Tribes (CCT), Eastern Washington University (EWU) and other subcontractors. The project is multi-functional, but its primary focus is to assess the performance of the Lake Roosevelt artificial production program, which is comprised of the STOI, WDFW, CCT and Lake Roosevelt Volunteer Net Pen Project. The artificial production program is tasked with producing kokanee salmon (*Oncorhynchus nerka*), rainbow trout (*Oncorhynchus mykiss*), and redband trout for annual releases into Lake Roosevelt. The intent of the program is to continue to evaluate the performance of hatchery fish, their effect on other resident fish and the ecology of the reservoir, and to examine the effects of hydro-operations on the artificial production program, the native fishery, and the Lake Roosevelt ecology as a whole.

Specific objectives of the proposed project include continuing to conduct fisheries, limnological and zooplankton surveys to monitor changes in the reservoir fishery and ecology over time, assess recruitment, adult returns and food availability for fish, assess wild kokanee movement and thermal

preference within the reservoir, provide data to modeling efforts, conduct hydroacoustic surveys to examine limnetic fish distribution, assess limiting factors for kokanee and rainbow trout, conduct a re-designed reservoir-wide creel survey, and investigate kokanee immigration into Lake Roosevelt from British Columbia, Canada.

The project will be expanded to include additional fish health and pathogen assessments. The Fish Health and Pathogen program will assess, diagnose and make recommendations for prevention and treatment of hatchery reared fish. This will target a reduction in losses due to disease by decreasing the reaction time for treatment. The program will also monitor and suggest treatment regimens for fish housed in the LRDA net pens throughout the grow out season. With the initiation of the Phase 2 Implementation Plan to reintroduce anadromous fish above the blocked areas there is increased risk of introducing pathogens to native populations. Wild fish health exams have been conducted throughout the system in numerous watersheds verifying that the native wild populations are free of pathogens of concern prior to reintroduction. With the re-introduction of anadromous fish, the exams will continue, populations will be monitored, and any changes can be mitigated quickly.

- Target Species: Native resident fish
- Projected Benefits: Protection of focal species including: Burbot, Kokanee, White Sturgeon (except Kootenai R. DPS), Bull Trout, Redband Trout, Rainbow Trout, Mountain Whitefish, other native resident species

4. 1995-027-00 Lake Roosevelt White Sturgeon Recovery Project (Ongoing and expanded)

Abstract: Studies of the Columbia River have shown that the white sturgeon population has experienced almost total recruitment failure since the mid-1980's and currently consists of an aging cohort of adults with juvenile age classes lacking. Preliminary results from recent stock assessments suggest that the reproductive potential of the population is currently high based on the abundance of broodstock sized fish, good condition factors and maturation characteristics similar to mid-Columbia populations that support limited levels of exploitation with periodic recruitment events. Gamete viability is good based on the success of conservation aquaculture efforts using wild caught broodstock, high survival rates of eggs and larvae during in situ incubation experiments, and recent collections of larvae. Despite this, recent gill netting has failed to capture wild YOY fish. Rearing habitat appears productive based on the post-release growth rates of hatchery juvenile releases that have exceeded those of hatchery juveniles released in the Kootenai River and are similar to those of wild juvenile "trawl and haul" transplants in the mid-Columbia. These results suggest that factors limiting recruitment may primarily be acting on life stages between the initiation of exogenous feeding and age 1. The cause of the early mortality is unknown, but could be due to a variety of factors. The goals of the proposed project are to restore natural recruitment, implement an interim aquaculture program until natural recruitment is restored, and continue to build upon baseline stock assessment data to help with identify and evaluate restoration and management activities.

Scope Expansion includes an early life history prey study.

- Target Species: Columbia River White Sturgeon
- Projected Benefits: Protection of focal species including: Burbot, Kokanee, White Sturgeon (except Kootenai R. DPS), Bull Trout, Redband Trout, Rainbow Trout, Mountain Whitefish, other native resident species

5. 1997-004-03: Joint Stock Assessment Project (STOI) (ongoing)

Abstract: The Resident Fish Stock Status above Chief Joseph and Grand Coulee Dams Project, commonly referred to as the Joint Stock Assessment Project (JSAP), is a management tool that uses ecosystem principles to manage fish assemblages in altered environments existing in the Columbia River System above Chief Joseph and Grand Coulee Dams (blocked area).

Quantitative data on current habitat conditions, limiting factors, species composition, distribution, abundance, and life history remain lacking in many watersheds in the blocked area. The focus of the JSAP since 1999 has been to fill these data gaps using standardized methodologies. Specific activities proposed include baseline tributary fish and habitat assessments in the Priest Lake, middle Lake Roosevelt, and Colville watersheds, standardized burbot stock assessments of Bead and Sullivan lakes, baseline fish population assessments of the Middle Spokane River and lakes in the Pend Oreille and Priest Lake watersheds, determine the stock status, life histories, movements, and habitat use of redband trout in the upper Spokane and Little Spokane river watersheds, and developing and implementing northern pike management recommendations based on recent research results.

This project reflects the Spokane Tribe's portion of this broader project as it is co-managed with Kalispel, WDFW, and CTCR, thus reflected in a new project number to split out the scope different sponsors are managing.

6. 1998-003-00 Wildlife Mitigation Operations and Maintenance (Ongoing and Expanded)

Abstract: The objective of the project is to conduct the operation and maintenance of BPA-funded wildlife mitigation properties. The project focus is on maintenance of habitat through removal of domestic livestock and restoration efforts (cost-share) that have been conducted on wildlife lands. Weed control is a significant part of the project. Many of the activities which include road maintenance and agricultural activities are used to reduce and control the spread of noxious weeds on mitigation lands. Efforts will continue the focus of chemical control with the use of reduced risk herbicides. The project will also incorporate agricultural plantings to improve forage, cover, and/or weed control efforts to meet wildlife objectives.

- References: Spokane Tribe Integrated Resource Management Plan, 2008, Resolution No. 2008-322.

7. 2007-106-00 Spokane Tribe Regional Coordination (Ongoing)

Abstract: The Spokane Tribe is a federally recognized Indian Tribe with reserved rights in fish, wildlife, water, and other resources, pursuant to federal law. The Tribe is also a sovereign

government with management capability and regulatory authority over such resources. These authorities are based on federal law, Tribal resolution, and agreements between the Tribe and other resource management agencies. The Spokane Tribe has developed a Wildlife Management Plan, Wildlife Habitat Management Plans, Lake Roosevelt Fisheries Guiding Document, and Hatchery Plan.

This project continues the Spokane Tribe's involvement in regionally important processes and programs. This involvement includes coordination and communication with the Northwest Power and Conservation Council (NPCC) and Bonneville Power Administration.

8. 2017-004-00 Northern Pike Suppression & Monitoring (Ongoing)

Abstract: Northern Pike *Esox lucius* are a highly invasive fish species that can significantly reduce fish densities and cause large-scale changes in fish communities. Northern Pike pose significant threats to the Columbia River ecosystem because of predation and competition for food resources. In addition, they may pose an extinction risk for sensitive species. The increasing observations of Northern Pike in Lake Roosevelt prompted the Lake Roosevelt co-managers (Colville Confederated Tribes, Spokane Tribe of Indians, and Washington Department of Fish and Wildlife) to implement surveys to investigate abundance, diet, growth, origin, spawning locations, and movement patterns. Aggressive removal plans have been designed and are being implemented in the upper reaches of Lake Roosevelt and Kettle River.

The goal of the project is to suppress Northern Pike in Lake Roosevelt watershed and to prevent them from spreading further downstream in the Columbia River system. The co-managers will use a multi-tiered approach that includes mechanical removal techniques, angler incentives, and limited monitoring and research.

- Target Species: Lake Roosevelt Northern Pike
- Projected Benefits: Protection of focal species including: Burbot, Kokanee, White Sturgeon (except Kootenai R. DPS), Bull Trout, Redband Trout, Rainbow Trout, Mountain Whitefish, other native resident species
- Reference: Spokane Tribe Integrated Resource Management Plan, 2008, Resolution No. 2008-322.

9. 2023-006-00 Cultural & Educational Anadromous Program (Ongoing & Expanded)

Abstract: Spokane Tribal Fisheries will continue with cultural and educational releases of Chinook salmon to the Tribe's waters. Ranging from harvest opportunities to volitional juvenile releases, each of these events have provided opportunities to engage tribal citizens and the regional public.

- Target species: Chinook and Sockeye salmon
- Projected Benefits: Increase engagement with Tribal citizens and the broader public along with the development and implementation of educational programs as directed by the Tribe, and may support expanded actions related to the Tribe's interests in UCR salmon management.

10.(New) Administration and Programmatic Support

Abstract: To streamline development of budgets for projects BPA and the Spokane Tribe of Indians have agreed to create a separate Administrative Coordination Project. This project and associated contracts will capture costs for all administrative and management positions working across BPA contracts. This will separate technical staff and their associated project specific costs associated with STI Project Contracts.

11. (New) Inland Lakes, Streams, and Beaver Management Plan Development & Implementation

Abstract: Inland lakes and streams within the Spokane Reservation boundaries are utilized heavily by the tribe for subsistence, recreation, and cultural purposes. Inland Lakes and Streams Management Plans will be developed to enhance, protect, restore, and maintain these watersheds for fish and wildlife. Water quality and quantity, habitat condition and fisheries dynamics data will be utilized and collected for these management plans to understand the ecology, and current and potential use of each watershed. Goals, objectives, and actions items will be developed from these studies and implemented to enhance, protect, restore and maintain Reservation watersheds. As the plans are implemented the watersheds will be monitored to identify changes over time. These plans will be updated periodically as restoration and management actions occur and will provide framework for future reference of what issues have been addressed and the outcomes of completed projects.

Beaver populations will be assessed on the Reservation and investigations will be completed to determine areas on the Reservation with suitable beaver habitat, areas that need improvement, and areas unlikely to support beaver populations. A management plan will then be developed to improve or restore beaver habitat. Implementation actions will be taken to ensure suitable habitat is available. Beavers will then be collected where populations are healthy or outside of the reservation and relocated into areas where beaver populations are low, where populations were extirpated or where populations could potentially exist. Under the management plan beaver populations will continue to be monitored and habitat will be assessed to allow for adaptive management that continues to enhance watershed health for the benefit of fish and wildlife.

12. (New) Upland Wildlife Habitat Management

The Upland Wildlife Habitat Management Project supports habitat restoration work in order to protect and enhance key wildlife populations on and in the vicinity of the Spokane Tribe of Indians' Reservation. The Spokane Tribe will propose specific activities with the goal of enhancing key wildlife species and their habitats through monitoring populations of culturally important wildlife species to the Spokane Tribe. The project will prioritize research and management needs for wildlife species on the reservation to prioritize habitat restoration or land acquisition activities.

Sharp-tailed grouse are a culturally and historically important species to the Spokane Tribe. One element of this project will improve and modify sharp tail grouse habitat and connectivity throughout the reservation as needed in preparation for Tribal reintroduction and population restoration efforts for sharp tail grouse.

Shrub steppe is a preferred forage for several wildlife species that are culturally and historically important to the Spokane Tribe. Shrub steppe habitat has been diminished on the Spokane Indian Reservation and enhancement efforts are needed for increased forage and cover to support wildlife populations.

- Target: Wildlife Species of historic and cultural importance to the Spokane Tribe of Indians.
- Projected Benefits: Wildlife population research that will inform managers on measures that can be taken to improve wildlife habitat on and around the Spokane Indian Reservation.
- References: Spokane Tribe Integrated Resource Management Plan, 2008, Resolution No. 2008-322; Intermountain Provincial Plan, NWPC 2004.

13.(New) Spokane Tribe Land Pre-Acquisitions

Abstract: Continuing segment of the Spokane Tribes overall goal of mitigating for fish and wildlife losses associated with Grand Coulee Projects. This project is the expense portion of the budget to support pre-acquisition activities necessary for potential addition of land to the existing mitigation base by acquiring ownership and management rights to similar lands within the Spokane Indian Reservation or within the Spokane Tribes Usual and Accustomed area. This project covers the costs of evaluating, compiling, and implementing the steps necessary to acquire these parcels. Pre-acquisition work in addition to the actual acquisition costs (see associated project abstract titled (Land and Water Acquisition (New))).

14.(New) Water Rights Acquisition and Conservation Management

Abstract: Areas within the Tribe's ancestral homelands, as determined by the Indian Claims Commission, suffer from low water flows in rivers and streams which impact fish and wildlife throughout Washington State Water Resources Inventory Areas (WRIAs) 54, 55, 56, 57, & 58. This project will endeavor to acquire water rights to reduce impacts of low water flows on fish and wildlife and seek to develop water conservation management easements and/or other types of agreements that will result in improved river and stream flow restoration.

- Projected Benefits: Improvement of flows in summer and early fall for increased juvenile to adult survival of rainbow trout, improved spawning habitat availability for kokanee, and improved survival of native redband rainbow trout.
- References: Intermountain Subbasin Plan 2004

15.(New) Ford Hatchery

See associated project description in Attachment C.

- Target Populations: Chinook and Sockeye

16.(New) Land Acquisition and Habitat Improvements

Abstract: The project allows the Spokane Tribes to continue to achieve its overall goal of mitigating for hydropower related fish and wildlife impacts associated with the Grand Coulee Dam Project. The Spokane Tribe will implement land acquisition projects to mitigate these impacts to fish and wildlife.

These funds will be applied to purchase lands to enhance fish and wildlife that are of cultural and historic concern to the Spokane Tribe of Indians. These funds will be applied to enhance general FCRPS fish and wildlife mitigation. These funds may also be used to fund existing and future habitat projects funded as mitigation for the FCRPS to sustain or enhance their benefit to target species.

17.(New) Spokane Tribal Conservation Enforcement

Abstract: The Tribes' existing law enforcement program will be enhanced to include the protection of endangered steelhead and Chinook salmon, and resident fish in the Upper Columbia River. Emphasis will be placed on depleted stocks that are listed and petitioned/proposed for listing under the Endangered Species Act.

- **Projected Benefits:** Increased protection for populations by monitoring of the harvest activities in the Columbia and Spokane Rivers and Tribal wildlife properties. To increase survival by reducing illegal take and protecting critical habitats from degradation caused by violation of water and land use regulations.

**Attachment B:
Expense Project Planning Budgets**

PROJECT No. *	PROJECT NAME	202x (Base Value)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	TOTAL 2024-2033 (Base + Inflation)
Expense													
1	1991-046-00 Spokane Tribal Hatchery Operations and Maintenance (O&M)	\$ 962,447	\$ 962,447	\$ 986,508	\$ 1,011,171	\$ 1,036,450	\$ 1,062,361	\$ 1,088,920	\$ 1,116,143	\$ 1,144,047	\$ 1,172,648	\$ 1,201,964	\$ 10,783,661
2	1995-003-00 Lake Roosevelt Data Collection	\$ 2,980,567	\$ 2,980,567	\$ 2,368,781	\$ 2,426,001	\$ 2,468,701	\$ 2,550,918	\$ 2,614,651	\$ 2,680,058	\$ 2,747,060	\$ 2,815,736	\$ 2,886,130	\$ 25,660,644
3	1995-027-00 Lake Roosevelt White Sturgeon Recovery	\$ 922,500	\$ 922,500	\$ 985,563	\$ 1,044,202	\$ 1,107,507	\$ 1,177,208	\$ 1,249,869	\$ 1,329,817	\$ 1,419,563	\$ 1,513,977	\$ 1,615,076	\$ 11,477,061
4	1997-004-00 Joint Stock Assessment Project (STOJ)	\$ 78,300	\$ 78,300	\$ 80,258	\$ 82,264	\$ 84,321	\$ 86,429	\$ 88,589	\$ 90,804	\$ 93,074	\$ 95,401	\$ 97,786	\$ 877,225
5	1999-003-00 Wildlife Mitigation/Operations and Maintenance for Spokane Tribe Land Acquisitions	\$ 570,818	\$ 570,818	\$ 585,088	\$ 599,716	\$ 614,709	\$ 630,076	\$ 646,828	\$ 664,974	\$ 684,523	\$ 705,466	\$ 727,873	\$ 6,395,092
6	2007-105-00 Spokane Tribe Regional Coordination	\$ 96,480	\$ 96,480	\$ 100,942	\$ 103,466	\$ 106,052	\$ 108,703	\$ 111,421	\$ 114,207	\$ 117,062	\$ 119,988	\$ 122,988	\$ 1,108,909
7	2017-004-00 Northern Pike Suppression and Monitoring	\$ 508,825	\$ 508,825	\$ 516,421	\$ 523,931	\$ 532,164	\$ 541,129	\$ 550,828	\$ 561,283	\$ 572,520	\$ 584,562	\$ 597,428	\$ 5,644,344
8	2023-005-00 Cultural & Educational Anadromous Fish Trap & Haul	\$ 321,000	\$ 321,000	\$ 334,025	\$ 347,376	\$ 361,060	\$ 375,087	\$ 389,464	\$ 404,200	\$ 419,305	\$ 434,788	\$ 450,658	\$ 3,836,962
9	2024-002-00 Administration & Programmatic Support	\$ -	\$ 150,000	\$ 280,000	\$ 287,000	\$ 254,175	\$ 501,859	\$ 309,068	\$ 316,794	\$ 324,714	\$ 332,832	\$ 341,153	\$ 2,987,265
10	2024-003-00 Inland Lake Streams Management Plan Development & Implementation	\$ -	\$ 300,000	\$ 307,500	\$ 890,188	\$ 814,942	\$ 835,316	\$ 856,199	\$ 877,604	\$ 899,544	\$ 922,032	\$ 945,063	\$ 7,648,407
11	2024-004-00 Upland Wildlife Habitat Management	\$ -	\$ 1,880,000	\$ 1,596,600	\$ 1,475,640	\$ 1,511,951	\$ 1,550,344	\$ 1,589,103	\$ 1,628,330	\$ 1,669,551	\$ 1,711,290	\$ 1,756,072	\$ 15,367,962
12	2024-005-00 Spokane Tribe Land Pre-Acquisitions	\$ -	\$ 250,000	\$ 315,000	\$ 322,875	\$ 330,947	\$ 339,221	\$ 347,701	\$ 356,394	\$ 365,303	\$ 374,438	\$ 383,797	\$ 3,385,673
13	2024-006-00 Water Rights Acquisition and Conservation Management	\$ -	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 3,000,000
14	NEW # TBD Ford Hatchery O&M	\$ -	\$ -	\$ 250,000	\$ 256,250	\$ 262,556	\$ 1,000,000	\$ 1,025,000	\$ 1,050,625	\$ 1,076,881	\$ 1,103,813	\$ 1,131,408	\$ 7,156,643
15	NEW # TBD Tribal Conservation Enforcement - STOJ	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 256,250	\$ 262,656	\$ 269,223	\$ 275,953	\$ 282,852	\$ 289,923	\$ 1,866,858
YEARLY EXPENSE TOTAL:		\$ 5,537,937	\$ 8,617,937	\$ 9,166,685	\$ 10,077,478	\$ 10,474,414	\$ 11,459,552	\$ 11,738,541	\$ 11,770,956	\$ 12,006,480	\$ 12,299,142	\$ 12,599,120	\$ 110,160,506

PROJECT No. *	PROJECT NAME	202x (Base Value)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	TOTAL 2024-2033 (Base + Inflation)
Capital													
1	1991-046-01 Lake Roosevelt Net Pen Project	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000
2	2024-003-01 Administration & Programmatic Support (Ops Center)	\$ -	\$ -	\$ 2,000,000	\$ 1,900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,900,000
3	NEW # TBD Ford Hatchery (Construction Capital)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000
4	NEW # TBD Land Acquisition and Habitat Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000,000
YEARLY CAPITAL TOTAL:		\$ -	\$ 2,000,000	\$ 2,000,000	\$ 1,900,000	\$ -	\$ 15,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,000,000

Note: BPA Project numbers may change over time

Attachment C: General Description of the Ford Hatchery Project

The Ford Hatchery will function as the primary facility within a complex of supporting satellite aquaculture facilities managed by the Spokane Tribe. These include the Little Falls Acclimation Facility (LFAF), Glen Tana Acclimation Site (GTAS), and net pens distributed throughout Lake Roosevelt. The Complex will operate in partnership with current and planned anadromous production facilities managed by our tribal and state partners.

The Ford Hatchery will serve as a facility for broodstock holding, spawning, egg incubation and early rearing (fry to sub-yearling life stages). Sub-yearling fish will be distributed to satellite acclimation facilities to continue their growth & development from October until their release in the spring. Eggs, fry, or sub-yearlings may be distributed to other facilities managed by our partners to meet goals and objectives.

Ford Hatchery is a fully functioning, yet ageing, trout hatchery operated by the State of Washington within the Spokane Indian Reservation that will need significant upgrades to accommodate anadromous production.

Ford Hatchery

Developing and operating Ford Hatchery to accommodate broodstock holding, spawning activities, egg incubation and early rearing is a near-term opportunity to overcome anadromous production constraints at a reduced operational cost. Developing, improving, and operating satellite facilities in conjunction with salmon production at Ford will expand the abilities of the Tribe and our partners to meet salmon production and juvenile release goals.

Production of juvenile anadromous fish to support the UCR reintroduction program has several constraints. Chinook salmon currently available from Entiat National Fish Hatchery (ENFH) are limited to 180k eyed eggs, which are well below our anticipated release goals. These fish are reared at Wells Hatchery for approximately \$330,000 annually. As sub-yearlings they are transferred to net pens throughout the blocked area to complete their growth & development for release. Production from the Chief Joseph Hatchery is constrained by pre-spawn mortality of anadromous broodstock while accommodating Sockeye production is not feasible under current hatchery practices.

Making improvements at Ford Hatchery will improve water quantity and quality, accommodate broodstock holding, spawning activities, egg incubation and early rearing of anadromous fish.

- **Water Quantity and Quality:** The aged structures of Ford Hatchery require upgrades to water collection and distribution throughout the facility to improve efficiency and increase water quantity by reducing seepage losses. Ensure that water quality inflow and outflow meet the Tribe's requirements for rearing salmonid species and effluent discharge criteria.
- **Broodstock holding:** Design and construct broodstock holding facilities that provide appropriate conditions for these species at this life stage. Broodstock holding vessels will be segregated by species as necessary to ensure fish health security.

- **Spawning Facilities:** Create facilities needed to safely and securely spawn, incubate and hatch eggs for both species.
- **Rearing Tanks:** Design and construct early rearing facilities (sac-fry to sub-yearling life stages) with an emphasis on mimicking naturalized conditions of the fish's habitat. This includes providing appropriate water flow, temperature, and lighting conditions.
- **Disease Prevention:** Implement strict biosecurity measures to prevent the spread of diseases within the facility and receiving waterways. This includes the ability to test, treat, and quarantine fish of both species at various life stages as well as proper disinfection of equipment and facilities.
- **Current Structures:** Update laboratory, office, and residences to ensure a safe working environment as well as other structures to complete day-to-day operations. Onsite residency of staff is necessary to provide immediate support in the event of an emergency at the facility.

Salmon eggs, fry, and/or sub-yearlings produced at Ford Hatchery will be distributed to complementary facilities managed by the Tribe as well as those managed by its partners. Additionally, Ford will retain the ability to grow fish of both species for direct release.