



## Department of Energy

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

FREEDOM OF INFORMATION ACT PROGRAM

June 26, 2025

In reply refer to: FOIA #BPA-2025-02957-F

**SENT VIA EMAIL ONLY TO:** [tcreekpaum@ppcpdx.org](mailto:tcreekpaum@ppcpdx.org)

Tom Creekpaum  
Public Power Council  
650 NE Holladay Street, Ste 810  
Portland, OR 97232

Dear Mr. Creekpaum,

This communication concerns your request for Bonneville Power Administration (BPA) records submitted to the agency under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). BPA received your records request on April 29, 2025. The agency formally acknowledged your request on May 28, 2025.

### Request

“On 12/13/2023 the U.S. Government signed a Memorandum of Understanding [MOU] with various nongovernmental organizations and a group of sovereign entities referred to as the ‘Six Sovereigns.’ A document titled ‘U.S. Government Commitments in Support of the “Columbia Basin Restoration Initiative” and in Partnership with the Six Sovereigns’ was attached to the MOU. On pages 16-17 of the USG commitments document, [BPA] made two funding commitments to advance the agreement: \$100M for fish restoration actions to be allocated to the Six Sovereigns through a funding agreement and \$200M for Lower Snake River Compensation Plan (LSRCP) with the US Fish and Wildlife Service. I am requesting:

- ... all executed funding agreements to carry out the \$100M and \$200M financial commitments, respectively; AND
- ... the latest draft of any unexecuted agreements referring to the financial commitments described above; AND
- ... any other executed funding agreements, signed by BPA and not specifically mentioned above, to carry out the USG Commitments under the MOU.”

### Final Response

BPA's Office of General Counsel searched for and collected 37 pages of records responsive to your request. Those records are being released with minor redactions applied under 5 U.S.C. § 552(b)(6) (Exemption 6).

### **Explanation of Exemptions**

The FOIA generally requires the release of all responsive agency records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)). Further, section (b) of the FOIA, which contains the FOIA's nine statutory exemptions, also directs agencies to publicly release any reasonably segregable, non-exempt information that is contained in those records.

#### **Exemption 6**

Exemption 6 serves to protect Personally Identifiable Information (PII) contained in agency records when no overriding public interest in the information exists. BPA does not find an overriding public interest in the release of the information redacted under Exemption 6—specifically, personal signatures. This information sheds no light on the executive functions of the agency and BPA finds no overriding public interest in its release. BPA cannot waive these redactions, as the protections afforded by Exemption 6 belong to individuals and not to the agency.

### **Fee**

There are no fees associated with processing your FOIA request.

### **Certification**

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search, the redactions applied thereto, and the records release described above. Your FOIA request BPA-2025-02957-F is now closed with the responsive agency records provided.

### **Appeal**

The records release certified above is final. Pursuant to 10 C.F.R. § 1004.8, you may appeal the adequacy of the records search, and the completeness of this final release, within 90 calendar days from the date of this communication. Appeals should be addressed to:

Director, Office of Hearings and Appeals  
HG-1, L'Enfant Plaza  
U.S. Department of Energy  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to [OHA.filings@hq.doe.gov](mailto:OHA.filings@hq.doe.gov), including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside,

(2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road-OGIS  
College Park, Maryland 20740-6001  
E-mail: [ogis@nara.gov](mailto:ogis@nara.gov)  
Phone: 202-741-5770  
Toll-free: 1-877-684-6448  
Fax: 202-741-5769

Questions about this communication, or the status of your FOIA request, may be directed to FOIA Program Lead Jason E. Taylor at 503-230-3537 or [jetaylor@bpa.gov](mailto:jetaylor@bpa.gov).

Sincerely,

**RACHEL  
HULL**

Digitally signed by  
RACHEL HULL  
Date: 2025.06.26  
10:43:20 -07'00'

*Rachel Hull signing on behalf of*  
Candice D. Palen  
Freedom of Information/Privacy Act Officer

**BONNEVILLE FUNDING INSTRUMENT**  
**PROVIDING FOR CERTAIN FUNDING COMMITMENT DISBURSEMENTS**  
**UNDER**  
**THE U.S. GOVERNMENT COMMITMENTS IN SUPPORT OF THE “COLUMBIA BASIN**  
**RESTORATION INITIATIVE” AND IN PARTNERSHIP WITH THE SIX SOVEREIGNS**

Through mediated discussions in *National Wildlife Federation v. National Marine Fisheries Service (NWF v. NMFS)*, 3:01-cv-640-SI (D. Or.) and *Pacific Coast Federation of Fishermen’s Associations v. Bonneville Power Administration*, 20-73761 (9th Cir.), the National Wildlife Federation et al. Plaintiffs<sup>1</sup>, the State of Oregon, the State of Washington, the Confederated Tribes and Bands of the Yakama Nation, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, the Nez Perce Tribe, and the United States entered into a Memorandum of Understanding on December 14, 2023 (“MOU”), which described many commitments, including federal commitments to implement certain *U.S. Government Commitments in Support of the “Columbia Basin Restoration Initiative” and in Partnership with the Six Sovereigns* (“Commitments”). Pursuant to the terms and conditions of the MOU, the above entities also sought and received a five year stay of litigation from the U.S. District Court for the District of Oregon in *National Wildlife Federation, et al. v. National Marine Fisheries Service, et al.* The entities agreed to move to extend the litigation stay for an additional five years if the entities are continuing to work in partnership on Columbia River Basin restoration and have not terminated the MOU.

The parties to this Funding Instrument are the Bonneville Power Administration (“Bonneville”), the states of Oregon and Washington, the Confederated Tribes and Bands of the Yakama Nation, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Nez Perce Tribe (collectively, the “Six Sovereigns”). Bonneville and the Six Sovereigns shall be collectively referred to as the “Parties.” Relevant provisions of the *Commitments* or associated MOU are captured in Section I, below, for clarity.

This Funding Instrument is intended to implement one of Bonneville Power Administration’s commitments in the *Commitments* in a manner consistent with the MOU. However, in negotiation of the terms and conditions of this Funding Instrument, a lack of alignment became apparent between the Parties as to the proper interpretation of certain provisions of the MOU. In the interest of cooperation, the Parties have, therefore, agreed to disagree as to the proper

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<sup>1</sup> The National Wildlife Federation, et al. Plaintiffs are: the Pacific Coast Federation of Fishermen’s Associations, the Institute for Fisheries Resources, Sierra Club, Idaho Rivers United, Northwest Sport Fishing Industry Association, NW Energy Coalition, National Wildlife Federation, Columbia Riverkeeper, Idaho Conservation League, and Fly Fishers International (collectively referred to as “NWF Plaintiffs”).

interpretation of certain MOU provisions and instead reserve all respective rights and remedies as described in Section VII while agreeing here to the following terms and conditions to facilitate the implementation of projects intended to contribute to the restoration of salmon and other native fish populations without further delay:

**I. Bonneville Power Administration Funding Commitment** – This Funding Instrument specifically addresses the allocation to and disbursement of funding from Bonneville to the Six Sovereigns, or their designee in accordance with the following commitment:

An additional \$100M in funding under the Bonneville Administrator’s authority under 16 U.S.C. § 832a(f) over 10 years for projects that contribute to the restoration of salmon and other native fish populations. To implement this commitment, Bonneville will provide an annual \$10M payment to the Six Sovereigns in a manner to be agreed upon, to distribute to specific projects, as prioritized by the Six Sovereigns. The Six Sovereigns will coordinate with relevant regional sovereigns as appropriate on projects.

*Commitments* at 16. This funding commitment is hereinafter referred to interchangeably as “Bonneville Funding” or “Bonneville’s funding commitment”. Further, the *Commitments* state:

Bonneville agrees that the Six Sovereigns shall collectively and autonomously determine their priorities for the \$100M over 10 years described above. Annual \$10M payments of these funds will be made directly as described above, vs. through the traditional Bonneville procurement process.

*Commitments* at 18.

With respect to the agreed-upon inflation applied to Bonneville’s funding commitment, the *Commitments* provide that Bonneville’s Funding Commitment “for fish restoration activities shall be indexed for inflation based on the GDP Deflator published by the U.S. Bureau of Economic Analysis and further described in the associated funding agreement with the Six Sovereigns.” *Commitments* at 17.

Lastly, Bonneville’s Funding Commitment will only be reduced as provided for in the *Commitments*, which states:

In the event that Congress appropriates funds that require reimbursement by Bonneville for one of the specific USG Commitments identified in [the *Commitments*], and that type of

reimbursement does not arise from BPA's current reimbursement obligations, then that reimbursed amount will count toward Bonneville's total \$300M funding commitment.

*Commitments* at 16.

**II. Effective Date and Duration** – This Funding Instrument will be effective when it is signed by all Funding Instrument Parties and will remain in effect through the date of the last disbursement provided for in Section IV. Provided however that if the MOU is terminated, Bonneville's funding commitment herein recognized in Section I to make \$10 million (adjusted for inflation) available to the Six Sovereigns on October 1<sup>st</sup> of each year will also terminate.

All Parties understand and agree that Bonneville will make the \$10 million (adjusted for inflation) available to the Six Sovereigns no later than October 1<sup>st</sup> each year. After Bonneville provides written notice as provided for in Section III.g. below but no sooner than October 1<sup>st</sup> of each year, these funds are committed, and will continue to be made available to the Six Sovereigns for their designation to projects that contribute to the restoration of salmon and other native fish populations, with disbursement of such funds to specific projects subject to any necessary environmental compliance as described in Section IV.

If any of the Six Sovereigns pursue a claim in *NWF v. NMFS*, 01-cv-640-SI (D. Or.), *PCFFA v. BPA*, 20-73791 (9<sup>th</sup> Cir.), or initiate new litigation that arises from the same or substantially similar factual allegations or asserts the same or substantially similar claims for relief as made in the above-cited cases while the MOU is in effect and before the end of the first quarter of any fiscal year, then Bonneville will no longer make any undisbursed funds available (other than undisbursed funds from prior fiscal years as described in Section III of this Funding Instrument). The Six Sovereigns' use of funds made available to them by Bonneville under this Funding Instrument prior to MOU termination will continue to be governed by the terms and conditions of this Funding Instrument. The termination or expiration of this Funding Instrument shall not extinguish or prejudice the Parties' right to enforce this agreement in accordance with its terms.

**III. Identification of Projects, Disbursement Request Sufficiency Determination and Carryover Funding**

- a. Types of Projects: Consistent with the *Commitments*, the Six Sovereigns must use the Bonneville Funding for projects that contribute to the restoration of salmon and other native fish populations.



- b. Disbursement Request: Each of the Six Sovereigns will provide Bonneville a Disbursement Request for each project to be funded under this agreement. Such Disbursement Request will include a project description(s), information requested in the Environmental Compliance Questionnaire, see Attachment 1, and funding information, (Attachment 2, *Request for Taxpayer Identification Number and Certificate*<sup>2</sup>) for the sole purpose to allow Bonneville to complete, with the project sponsor's participation as part of a project as appropriate, any necessary environmental compliance and disburse funds (hereinafter referred to as a "Disbursement Request"). Disbursement Requests shall be sent to: [FWagreements@bpa.gov](mailto:FWagreements@bpa.gov) with the subject line "*Commitments* Disbursement Request – [Sponsor Name]."
- c. Identification of Disbursement Requests for FY24: As soon as practicable following the execution of this Funding Instrument, each of the Six Sovereigns will submit Disbursement Requests to Bonneville identifying projects that they intend to implement with Bonneville Funding (2024 Disbursement Requests).
- d. Identification of Disbursement Requests for FY25: By the beginning of Q2 of federal fiscal year (FY) 25, each of the Six Sovereigns will submit Disbursement Requests to Bonneville identifying projects that they intend to implement with Bonneville Funding beginning in FY25.
- e. Identification of Disbursement Requests for FY26-FY33: By the beginning of Q4 of each federal FY, starting with Q4 of FY25, each of the Six Sovereigns will submit Disbursement Requests to Bonneville identifying projects that they intend to implement with Bonneville Funding in the next FY.
- f. Coordination Meetings: Each Sovereign<sup>3</sup> and Bonneville staff agree to meet as soon as practicable for FY24, during the month of January in FY25, and July of each following year this Funding Instrument is in effect to discuss the Disbursement Requests and facilitate Bonneville's information gathering and determination of Disbursement Request sufficiency.

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<sup>2</sup> If the Six Sovereigns identify a designee(s) for a disbursement, the relevant sovereign will provide the information specified in the *Request for Taxpayer Identification Number and Certificate* (see Attachment 2) and sufficient bank account information for the designee(s).

<sup>3</sup> If any projects have been proposed by multiple Sovereigns, those Sovereigns agree to meet together with Bonneville staff as described in this paragraph.

1. Within 15 days of each Coordination meeting, if Bonneville determines that any project requires additional information for Bonneville to carry out any necessary environmental compliance for the disbursement of funds, then Bonneville agrees to specify with particularity what additional information is required. Each sovereign agrees to provide any requested additional information as soon as practicable.
  2. Within 15 days of receipt of that additional information from the project sponsor Sovereign, Bonneville must notify that Sovereign whether such information is sufficient for that purpose. If more information is necessary, then Bonneville must specify with particularity what additional information is required and why that information is necessary to complete its review.
  3. The Parties acknowledge that given the number of Disbursement Requests being advanced in FY2025 (projects for FY2024, FY2025 and FY2026) some timelines may need to be adjusted to accommodate workloads. The Parties agree to work in good faith to accommodate reasonable schedule change requests.
  4. Any disputes regarding an information request will be handled pursuant to the dispute resolution clauses of Section VI., below.
- g. Bonneville Notice on Environmental Compliance Needs and Disbursement Request Sufficiency: No later than 60 days of Bonneville's receipt of a Disbursement Request, Bonneville shall provide to the submitting Sovereign a written notice that specifies:
1. Which of the projects do not require environmental compliance;
  2. Which of the projects fall within existing environmental compliance and do not need any additional environmental compliance work. To the extent known, Bonneville will state what environmental compliance covers the projects;
  3. Which of the projects fall within existing environmental compliance but need additional environmental compliance work. To the extent known, Bonneville will state what environmental compliance applies to the projects;
  4. Which of the projects do not fall within existing environmental compliance but need environmental compliance. To the extent known, Bonneville will state the type of environmental compliance anticipated;



5. With respect to each project identified in Section III.g.3. and 4., whether Bonneville requires additional information about the project from the Sovereign to carry out any necessary environmental compliance for the disbursement of funds or if the information provided is sufficient.

h. Carryover funds:

1. If the total amount of Disbursement Requests in a FY is less than the amount made available for that FY under Section II, as maybe adjusted under Section V, below, then Bonneville will continue to make the remaining funds available in future fiscal years with no further inflation adjustment; provided however that Bonneville will not continue to make available such remaining funds after the MOU is terminated or after fiscal year 2033, whichever is earlier.
  2. If the total amount of Disbursement Requests are equivalent to the amount made available under Section II, as maybe adjusted under Section V, below, for all relevant fiscal years, then Bonneville will continue to make those carryover funds available in future fiscal years with no further inflation adjustment; provided further that Bonneville will continue to make available such carryover funds until the total amount requested in all Disbursement Requests are disbursed. The effect of this Section III.h.2 is that as long as the Six Sovereigns have submitted complete Disbursement Requests (with the accompanying project Environmental Compliance Questionnaires) for the total amount of funding made available to the Six Sovereigns during the term of the MOU then the total amount of Bonneville funding in such Disbursement Requests are committed and will continue to be made available to the Six Sovereigns for their designation to projects that contribute to the restoration of salmon and other native fish populations regardless of any termination of the MOU.
- i. Budget Coordination. The Parties agree to coordinate before the end of Q3 of the FY if it appears likely funds will not be fully disbursed to provide full transparency and time for budget planning.

**IV. Applicable Laws, Environmental Compliance and Funding Disbursements–**

- a. Applicable Laws: All activities undertaken pursuant to this Funding Instrument must be in compliance with all applicable laws and regulations. No provision of this Funding Instrument will be interpreted or constitute a commitment or requirement that Bonneville take action in contravention of law, including the Administrative Procedure Act, the National Environmental Policy Act, the Endangered Species Act,

the National Historic Preservation Act, Federal Advisory Committee Act, Information Quality Act, or any other procedural or substantive law or regulation (including applicable State and Tribal law). Federal law shall govern the implementation of this Funding Instrument and any action, whether mediated or litigated, brought or enforced.

b. Environmental Compliance:

1. Environmental Compliance Requirement: Consistent with Section 5.1 of the MOU, Bonneville cannot make a disbursement to the Six Sovereigns, or its designee, to fund implementation (not planning) of a project until Bonneville has completed any necessary environmental compliance.
  - i. The Parties acknowledge project planning, permitting and other pre-project work may be proposed by the Six Sovereigns. Bonneville can and will release funding to the Six Sovereigns for these purposes, including funding environmental analyses needed to complete Bonneville's (or other lead federal agency, if applicable) environmental compliance.
2. Timing of Completion of Any Necessary Environmental Compliance and Written Confirmation: Bonneville shall promptly complete any necessary environmental compliance and provide written confirmation to the Six Sovereigns that all necessary environmental compliance has been carried out with respect to each Disbursement Request. Consistent with Section III, the Six Sovereigns agree to respond to Bonneville's reasonable requests for additional information that may be necessary to complete such environmental compliance.
3. Funding Disbursement: As soon as possible but no earlier than October 31st of each year and no later than thirty days from Bonneville's written confirmation of either completion of any necessary environmental compliance provided for in Section IV.b.2 or the notice provided for in Section III.g for those projects for which no environmental compliance or no additional environmental compliance is necessary, Bonneville shall disburse funds to the relevant Sovereign.

**V. Information Sharing, Adjustment to Funding, Audit –**

- a. The Parties further agree to share information related to Bonneville mitigation projects if Bonneville Funding is used to supplement an existing Bonneville-funded project.

- b. Consistent with the *Commitments* at 18, the Six Sovereigns are responsible for determining priorities for projects that contribute to the restoration of salmon and native fish populations.
- c. If the Parties determine content on the projects funded through this Funding Instrument is appropriate for including in the annual progress review, the annual progress report, and the annual status report called for under Section 6.4 of the MOU, the Parties agree that Bonneville will not have this information and therefore the Six Sovereigns are responsible for providing it.
- d. Adjustment to Funding: As soon as possible after publication of the prior year GDP Deflator, but no later than the end of Q3 of the federal FY, Bonneville will provide the Six Sovereigns with a calculation of the amount of funding available for the following FY which will include the available \$10 million annual funding commitment and the applied GDP Deflator. The GDP Deflator applied to each annual funding commitment will be based on the most recent final GDP Deflator, generally published in March of each year. Bonneville will also provide the Six Sovereigns with the total amount of any adjustments under the terms of this Funding Instrument including any agreed-upon unexpended funds to be carried forward as described below.
- e. Audit:
  - 1. While the MOU is in effect and one year after its termination, the Six Sovereigns shall maintain accurate and complete financial records sufficient to reflect properly all expenditures of Bonneville funds by the Six Sovereigns in performance of work accomplished pursuant to this Funding Instrument.
  - 2. Authorized Bonneville officials or its representatives, including internal and external auditors, shall have the right to examine the records supporting expenditures of Bonneville funds by the Six Sovereigns pursuant to this Funding Instrument. This right of examination shall include inspection at all reasonable times at the Six Sovereigns' facilities used in performing work pursuant to this Funding Instrument, and at locations where records pertaining to the projects funded under this Funding Instrument are maintained. Bonneville shall provide reasonable notice prior to examination.

**VI. Dispute Resolution** – The Parties agree to use best efforts to pursue the good faith implementation of this Funding Instrument. In the event of any disagreement or dispute arising out of or relating to this Funding Instrument, 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.

- a. Point of Disagreement: A Party may raise a point of disagreement arising out of or relating to this Funding Instrument 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.
- b. Informal Dispute Resolution – Negotiation:
  1. 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 each Party's 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.
  2. 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.
- c. 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 may occur using a mutually agreed upon mediator; provided further that if utilized, the mediator will not render a decision but will assist the Parties in reaching a mutually satisfactory resolution.

## **VII. General –**

- a. Entire Agreement; Modification. This Funding Agreement, including Attachments, sets forth the entire understanding between the Parties. All previous understandings, agreements, and communications between the Parties, whether verbal, written,

express, or implied, with reference to this Funding Instrument are superseded. This Funding Instrument may be modified only by a written amendment that is expressly agreed to and signed by all Parties.

- b. No General Admissions or Concessions: The Parties agree this Funding Instrument is not to be construed as a concession or admission by any Party as to the validity of any fact or legal position concerning the claims or defenses in the *National Wildlife Federation, et al. v. National Marine Fisheries Service, et al.* and the *Pacific Coast Federation of Fishermen's Associations v. Bonneville Power Administration* litigation.
- c. The Parties understand and agree that there is a lack of alignment with regards to respective interpretations of certain provisions of the MOU and that the Parties are entering into this Funding Instrument in the interest of cooperation and to facilitate immediate implementation of projects to benefit recovery of species; provided however, the Parties enter into this Funding Instrument without compromising each of the Parties' rights as reserved in this Section.
- d. Reservation of Rights: Nothing in this Funding Instrument is intended to waive, abrogate, modify, or affect in any way any right or immunity of the Parties, and the Funding Instrument shall not be construed to have any such effect. This Funding Instrument neither creates nor satisfies any independent Treaty or trust obligation.
- e. No Principle or Precedent: The terms of this Funding Instrument may not be utilized by any Party as evidence of the understanding of the Parties as to the terms and conditions of the MOU, nor as any principle or precedent with regard to any issue addressed in this Funding Instrument, or otherwise limit any Party's participation in any other pending or related matter. This Funding Instrument shall not be offered in evidence or cited as precedent by any Party to this Funding Instrument in any judicial litigation, arbitration, or other adjudicative proceeding, including without limitation the court of federal claims, except in a proceeding relating to establish the existence of or to enforce or implement this Funding Instrument. This subsection shall survive any termination of this Funding Instrument.
- f. Force Majeure: No Party shall be required to perform if they are unable to perform due to any cause beyond their control. This may include, but is not limited to, court order, fire, flood, terrorism, pandemics, earthquakes, strike or other labor disruption, act of God or riot. The Party whose performance is affected by a force majeure will notify the other Parties as soon as practicable of its inability to perform and make all reasonable efforts to promptly resume performance once the force majeure is

eliminated. If the force majeure cannot be eliminated or addressed, and the Parties cannot agree as to whether the Funding Instrument should remain in force or be modified considering the force majeure, the Party whose performance is affected by a force majeure may terminate the Funding Instrument after complying with the dispute resolution procedures in Section VI of this Instrument.

- g. Parties agree that each Party to this Funding Instrument shall bear its own attorneys' fees, costs, and expenses for creation, negotiation or administration of this Instrument, and that no Party may seek reimbursement or an award of attorneys' fees, costs, and expenses for creation, negotiation or administration of this Instrument.
- h. Construction: The Parties acknowledge that each Party has participated in the drafting of this Funding Instrument, and that any ambiguity should not be construed against any Party on account of such drafting.
- i. Schedule of Attachments.  
ATTACHMENT 1 – Template for Initial Information Requested for Bonneville  
Environmental Compliance  
ATTACHMENT 2 – Request for Taxpayer Identification Number and Certificate

#### **VIII. Signatures –**

Signatures appear on the following pages.



The undersigned Party, by execution of this Agreement, hereby acknowledges that their signing representative has read this Agreement, understands it, has authority to execute it, and agrees to be bound by its terms and conditions.

APPROVED:

For the STATE OF OREGON

12/19/2024

APPROVED:

For the STATE OF WASHINGTON



December 18, 2024

Date

APPROVED:

For the CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

[REDACTED]

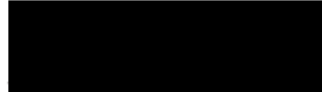
Gerald Lewis, Yakama Tribal Council Chairman

12/6/24

Date

APPROVED:

For the CONFEDERATED TRIBES OF THE WARM SPRINGS RESERVATION OF  
OREGON



Jonathan W. Smith, Sr.  
Chair, Tribal Council

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Date

APPROVED:

For the CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

[REDACTED]

Gary I. Burke'

Chairman, Board of Trustees

12-11-24

Date

APPROVED:

For the NEZ PERCE TRIBE

[Redacted Signature]

Shannon Wheeler, Chairman

12-13-2024

Date

[Redacted Signature]

Rachel P. Edwards, Secretary

12-13-2024

Date



APPROVED:

For the BONNEVILLE POWER ADMINISTRATION

**JOHN HAIRSTON**

Digitally signed by JOHN  
HAIRSTON  
Date: 2024.12.19 15:16:49  
-08'00'

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John L. Hairston

Date

Administrator and CEO

Bonneville Power Administration

ATTACHMENT 1: TEMPLATE FOR INITIAL INFORMATION REQUESTED FOR BONNEVILLE  
ENVIRONMENTAL COMPLIANCE

- 1) Project Sponsor/Organization and Primary Contact Name/Email/Phone:
- 2) Name of Project:
- 3) Date of Construction Start (including staging or access road preparation) Month/Year:
- 4) Type of Action (check all that apply):
  - a. Land acquisition
  - b. Fish/wildlife habitat restoration
  - c. Fish passage
  - d. Hatchery/fish production
  - e. Other \_\_\_\_\_
- 5) If the project is hatchery/fish-production related, would the proposed project change any of the following (include all that apply)? Please provide an explanation of these proposed changes:
  - a. Species
  - b. Production #s
  - c. Release methods or sites
  - d. Outplanting
  - e. New temporary weirs or screw traps
  - f. New hatchery site or new structure at an existing site
  - g. Changes to water supply or quality (both in and out of the facility)
  - h. Impacts on hatchery RM&E
- 6) Please List Landownership: (state, Federal, Tribal, private, etc.):
- 7) Would this action expand or contribute to an existing F&W program project or contract? If yes, under which project # and contract #?
- 8) Please list any other sources of implementation funding and if there are other Federal agencies involved with the project so Bonneville may coordinate on any applicable environmental compliance process.

- 9) If this is a new project or an expansion of a project that already has environmental compliance in place, please provide a brief project description that will help illustrate what is planned.<sup>4</sup> If this is a scope expansion of an existing project, please define the expanded scope.

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<sup>4</sup> Examples of helpful project description information include the location of the proposed project, including site access, bridges, and water body and stream crossings; type of planned construction work and equipment to be used; if staging areas are necessary, and if so, location and acreage; applicable GIS information; location and acreage of vegetation disturbance areas; and any best management practices that would be implemented as part of the project.

## ATTACHMENT 2: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATE

BPA F4220.01ae  
(09-2023)  
Substitute IRS  
Form W9e  
Page 1 of 3

**CUI**  
**U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION (BPA)**  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATE**

**INSTRUCTIONS:** Request for Taxpayer Identification Number and Certificate, and the New Profile Request must be completed to create a profile to allow for contract and/or payment. See page 3 for Privacy Act Statement.  
Due to the sensitive nature of information contained in this form please encrypt (see the end of the form for options) the form for submittal. Route the encrypted form via email to [vendormaintenance@bpa.gov](mailto:vendormaintenance@bpa.gov). Please send password in a separate email to the same address.  
Contact Phone Number: (360) 418-2800

1. Name (Required, as shown on your income tax return)

2. Business Name/disregarded entity name (If different from above)

3. Federal Tax Classification

(Check the appropriate box for federal tax classification of the person whose name is mentioned above in Section 1)

Select One Other  
(Specify)

4. Exemptions (codes apply only to certain entities, not individuals). See instructions on page 4 of Form W-9 (Rev. October 2018).

Exempt Payee Code  
(If any)

Exemption from FATCA reporting code (Applies to accounts  
maintained outside the U.S.)

5. Address:

City

State

Zip Code

6. Social Security Number

or

7. Employer Identification  
Number

**Certification:** Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the certification instructions below.

Signature of U.S. Person

Date

Filled in by BPA →	<b>CONTROLLED DISTRIBUTION</b>	
	Access is restricted to those with a Lawful Government Purpose and must be protected and marked when printed or distributed.	
	Controlled by: Name/Agency/Org/Contact Info	
	CUI Category: PRVCY Date:	

File Code: PB – 1205; Retention: Destroy 6 years after final payment or cancellation, but longer retention is authorized if required for business use.

## ATTACHMENT 2: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATE

### CUI

BPA F 4220.01ae U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION (BPA)  
(09-2023) NEW VENDOR PROFILE REQUEST

Page 2 of 3

1. Vendor Name (Required, as on IRS tax return or of parent company)

2. Vendor Branch/Division Name (If applicable)

3. DBA Vendor Name

(Name business is done as, or commonly as, also known as, DBA name, etc.)

4. Phone Number (Required)

5. Email address

6. Vendor Contact Person Name (Required)

7. Today's Date (Required)

8. Business Address: ☐ address is the same as on W9 form

If address is different from the address on the W9 form, provide below.

Street Address

City

State

Zip Code

Country

9. Customer Account Number for BPA

(Account number vendor has assigned to BPA)

10. BPA Contact Name (Required)

11. Unique Entity ID (UEI)  
(Issued by [www.SAM.gov](http://www.SAM.gov))

12. DUNS Number (9-digits)

13. Remit Address: ☐ address is the same as on W9 Form

If address is different from the address on the W9 form, provide below.

Remit Street Address

Remit City

Remit State

Remit Zip Code

Remit Country

14. Financial Institution Information (All fields required for ACH/EFT payment)

Bank Name

Bank Phone Number

Payee Contact Person Name

Payee Contact Phone Number

Nine Digit Transit Number

Depositor Account Number

15. Business Classification (Required, select one: Service Vendor,  
Supplier-Regular, Customer, Other Government (Non-Federal),  
Federal, Utilities, Land, Attorney, Invitational, Ex-Employee)

Select One

16. WMBE Award Category (Required, select only one:  
Disadvantaged (minority), Native American, Woman, Veteran,  
OR: Large Business, Small Business, Foreign, Non-Profit, Federal,  
Other Government, Section 8a, HUB Zone, Private Individual)

Select One

File Code: PB – 1205; Retention: Destroy 6 years after final payment or cancellation, but longer retention is authorized if required for business use.

## ATTACHMENT 2: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATE

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BPA F4220.01ae U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION (BPA)  
(09-2023)  
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NEW VENDOR PROFILE REQUEST

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### **Privacy Act Statement:**

**Authority:** BPA must file information returns with the IRS, reporting interest, dividends and other income paid to individuals. Under 26 U.S.C. § 6109 and 16 U.S.C. § 832a(f), 839f(a), individuals who receive such payments from BPA are required to provide BPA with a Social Security number or Employer Identification Number.

**Purpose:** BPA will use this information to report and process payments (or debits) to the IRS, as required by law.

**Routine Uses:** A record from this system may be disclosed to the Internal Revenue Service to comply with applicable tax laws. A record in this system may be disclosed to BPA/DOE employees and contractors who need the information to complete job functions. A record in this system may be disclosed to the appropriate local, state, or federal agency when the records alone, or in conjunction with other information, indicate a violation or potential violation of law, whether civil, criminal, or regulatory in nature. Other routine uses of this information may be found in Privacy Act System of Records DOE-18, Financial Accounting System.

**Disclosure:** Individuals who refuse to provide this information may be denied the ability to contract with BPA.

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**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
  - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
  - An estate (other than a foreign estate); or
  - A domestic trust (as defined in Regulations section 301.7701-7).
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### **Options for Encryption**

- [www.7-zip.org](http://www.7-zip.org) free product that can be downloaded to encrypt and compress files, files stay on your device.
  - [Password protect a PDF online for free | Adobe Acrobat](#) free product, requires files to be uploaded to encrypt.
- 

File Code: PB – 1205; Retention: Destroy 6 years after final payment or cancellation, but longer retention is authorized if required for business use.



**Memorandum of Agreement  
between the Bonneville Power Administration  
and the U.S. Fish & Wildlife Service  
for Implementation of a U.S. Government Commitment regarding  
Limited Capital Direct Funding  
of the Lower Snake River Compensation Plan**

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**I. INTRODUCTION**

This Memorandum of Agreement (MOA) is entered into by and between the Bonneville Power Administration (Bonneville) and the U.S. Fish and Wildlife Service (Service) (collectively, the Parties) for the purpose of establishing a mutual framework governing the responsibilities of the Parties in the implementation of Bonneville’s commitment to make \$200 million in capital funding available to the Service over 10 years for Lower Snake River Compensation Plan (LSRCP) modernization, upgrades, and non-recurring maintenance at LSCRCP hatcheries and associated satellite facilities, as guided by the priorities of the Columbia Basin fishery managers.<sup>1</sup>

Through mediated discussions in *National Wildlife Federation v. National Marine Fisheries Service (NWF v. NMFS)*, 3:01-cv-640-SI (D. Or.) and *Pacific Coast Federation of Fishermen’s Associations v. Bonneville Power Administration*, 20-73761 (9th Cir.), the National Wildlife Federation et al. Plaintiffs,<sup>2</sup> the State of Oregon, the State of Washington, the Confederated Tribes and Bands of the Yakama Nation, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, the Nez Perce Tribe, and the United States entered into a Memorandum of Understanding on December 14, 2023 (the “Resilient Columbia Basin Agreement” or “RCBA”), which included federal obligations to implement certain *U.S. Government Commitments in Support of the “Columbia Basin Restoration Initiative” and in Partnership with the Six Sovereigns* (“USG Commitments”).

Specifically, the USG Commitments provide:

*“\$200M over 10 years in additional capital funding will be made available by Bonneville to the U.S. Fish and Wildlife Service (FWS) for Lower Snake River Compensation Plan*

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<sup>1</sup> For purposes of this MOA, the “Columbia Basin fishery managers” are those tribes and states with legal authority, recognized pursuant to *US v. Oregon* and the associated US v. OR Management Agreement, to regulate and manage fishery harvest in the Columbia River and its tributaries, subject to applicable federal law.

<sup>2</sup> The Pacific Coast Federation of Fishermen’s Associations, the Institute for Fisheries Resources, Sierra Club, Idaho Rivers United, Northwest Sport Fishing Industry Association, NW Energy Coalition, National Wildlife Federation, Columbia Riverkeeper, Idaho Conservation League, and Fly Fishers International (collectively referred to as “NWF Plaintiffs”).

*(LSRCP) hatchery modernization, upgrades, and maintenance, as guided by the priorities of other fishery managers including the Six Sovereigns[.]”*

Pursuant to the terms and conditions of the RCBA, these parties also agreed to a five year stay of litigation from the U.S. District Court for the District of Oregon in the *National Wildlife Federation, et al. v. National Marine Fisheries Service, et al.* and to move to extend the litigation stay for an additional five years if the Parties are continuing to work in partnership on Columbia River Basin restoration and have not terminated the RCBA. NWF Plaintiffs and the United States also agreed to dismiss, without prejudice to reinstatement, associated U.S. Court of Appeals for the Ninth Circuit litigation.

## **II. RECITALS**

- A. Congress authorized the LSRCP through the Water Resources Development Act of 1976, P.L. 94-587, Section 102, substantially in accordance with the Special Report LSRCP, Lower Snake River, Washington and Idaho, dated June 1975 on file with the Chief of Engineers, Corps of Engineers (Corps). The LSRCP was prepared and submitted in compliance with the Fish and Wildlife Coordination Act of 1958, P.L. 85-624, 85<sup>th</sup> Congress, August 12, 1958, to mitigate for the losses of fish and wildlife caused by the construction and operation of four dams on the lower Snake River.
- B. Pursuant to the authorizing legislation and various separate agreements between the Corps and the National Marine Fisheries Service, the Service has the responsibility to operate the LSRCP Program for compensation of certain lower Snake River dam-related fishery resource losses as provided for by Congress in P.L. 94-587, Section 102, and substantially in accordance with the Corps’ 1975 Special Report.
- C. Bonneville is responsible for costs of the LSRCP allocated to the power share of the dams for which the LSRCP mitigates. Since 2001 Bonneville has directly funded LSRCP Operations and Maintenance and Monitoring and Evaluation (OM&ME) (expense) costs pursuant to the terms and conditions of a separate agreement (agreement #00-GS-75064), between Bonneville and the Service.
- D. Bonneville and the Service wish to facilitate, for a limited time, direct funding of capital modernization, upgrades, and non-recurring maintenance pursuant to the USG Commitments.<sup>3</sup>
- E. The Service, as guided by the priorities of the Columbia Basin fishery managers including the Six Sovereigns, will collaborate with Bonneville in planning for funding the capital projects at LSRCP facilities and projects, with the Service retaining the responsibility to administer the program and compliance with federal laws and Bonneville retaining the responsibility to administer this MOA consistent with its accounting policies and direct funding authority.

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<sup>3</sup> See RCBA, Attachment 2 at 16 (*NWF v. NMFS*, 3:01-cv-640-SI (D. Or.), Document 2450-1 (Filed 12/14/23)).

- F. Consistent with the USG Commitments,<sup>4</sup> the Service must be guided by the priorities of the Columbia Basin fishery managers in developing and updating the LSRCP Capital Project Planned Budget, attached as Exhibit A. The Service will fulfill this obligation pursuant to a LSRCP Asset Management Plan framework developed in coordination with the Columbia Basin fishery managers. This Asset Management Plan will be transmitted to Columbia Basin fishery managers via letter.
- G. This MOA is entered into pursuant to the authorities contained in the Water Resources Development Act of 1976 (P.L. 94-587), the Pacific Northwest Electric Power Planning and Conservation Act (P.L. 96-501), the Energy Policy Act of 1992 (P.L. 102-486, Section 2406), and the Federal Columbia River Transmission System Act (16 U.S.C. § 838i).
- H. The Director of the U.S. Fish and Wildlife Service under delegation of the Secretary of Interior retains the right and authority to interpret and implement compensation as outlined in the Water Resources Development Act of 1976 (P.L. 94-587), and any other statutory authority vested in the Secretary as to its application to Service facilities.

### III. TERMS

- A. **Term.** This MOA is effective from the date it is signed by both Parties through September 30, 2033, unless otherwise terminated in accordance with Section F.1 of this MOA.

#### B. **Capital Funding Commitment**

- 1) Funding. Bonneville will make a total of \$200 million available to the Service for modernization, upgrades, and non-recurring maintenance (Capital Projects) at LSCRP hatcheries and associated satellite facilities. The Service has identified the Capital Projects described generally in Exhibit A, and Bonneville has determined those projects are eligible for Bonneville capital funding. The Service may request funding for Capital Projects not listed in Exhibit A, provided that funds remain available pursuant to the terms of this MOA.
  - a. Adjustment to Funding. The Parties acknowledge that Bonneville's total commitment in the USG Commitments is subject to reduction.<sup>5</sup> If reduction

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<sup>4</sup> *Id.*

<sup>5</sup> The USG Commitments provides:

"In the event that Congress appropriates funds that require reimbursement by Bonneville for one of the specific USG Commitments identified in this document, and that type of reimbursement does not arise from + BPA's current reimbursement obligations, then that reimbursed amount will count toward Bonneville's total \$300M funding commitment."

The total \$300M includes the \$200 million addressed in this MOA and a separate \$100 million commitment made to other Parties and not addressed in this MOA.

becomes necessary the Parties will coordinate as early as possible to incorporate it into the planning process.

- 2) There is no specific limitation on funds available in a given fiscal year, subject to the planning and coordination provisions of Section C, Capital Funding Requirements, below.
- 3) Inflation. Inflation will be addressed on a project specific basis consistent with the terms of the USG Commitments.<sup>6</sup> Consistent with the USG Commitments, inflation will not be applied to the overall \$200 million of available funding.
- 4) Capital funding will be disbursed by Bonneville in accordance with Section D, Transfer of Funds to the Service, below.

### **C. Capital Funding Requirements**

- 1) Congressional approval for certain expenditures. In accordance with 16 U.S.C. § 839b(h)(10)(B), Bonneville must seek Congressional approval to direct fund Capital Projects which cost \$2.5 million or greater. Bonneville will propose language seeking Congressional approval for expenditure of these capital funds from the Bonneville Fund in its next budget submission to Congress in 2024, which would be effective beginning in Bonneville's Fiscal Year (FY) 2026. Bonneville will not direct fund any Capital Project which costs more than \$2.5 million prior to such approval.
  - a. Capital Projects which cost *less than* \$2.5 million may be undertaken without this Congressional approval.
- 2) Planning and coordination with Bonneville. To facilitate Bonneville's capacity to make funds available for Capital Projects in any given year, the Parties agree to coordinate as follows:
  - a. Beginning in FY 2025, the Service will provide a list of Capital Projects (Exhibit A) planned to be implemented during the term of this MOA, to facilitate Bonneville's capital budget planning.
  - b. Before the end of the third quarter of each federal fiscal year, the Service will complete required coordination with the fishery managers and provide Bonneville an updated version of Exhibit A showing any changes or additions to planned Capital Projects scheduled for the remainder of the MOA term, and which should reflect completed projects and costs, consistent with Section E.3, below.
  - c. The Parties do not intend for this MOA to require any material changes in the operation, maintenance, or configuration of any Federal Columbia River Power System (FCRPS) dam or reservoir. If the Parties determine during the term of this MOA that implementation of a Capital Project may result in a change in the

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<sup>6</sup> The USG Commitments provides, in pertinent part: "Inflationary pressures on the \$200M for LSRCP will be addressed on a project specific basis reflecting FWS' annual projected needs and will be further described in the associated funding agreement with FWS." P. 17.

operation, maintenance, or configuration of a FCRPS dam or reservoir, the Parties shall meet and confer to determine whether: (1) the change to operation, maintenance, or configuration is immaterial; (2) a material change to operation, maintenance, or configuration is acceptable to all the Parties; or (3) one of the Parties determines that a material change to operation, maintenance, or configuration is not acceptable to a Party, in which case the Parties agree to use the dispute resolution provisions in section G below to address and resolve the issue.

**D. Transfer of funds to the Service.**

- 1) In accordance with the requirements in Part 2 of Chapter 4700 of the US Treasury Financial Manual, the Service and Bonneville shall execute one or more as appropriate 7600A/B(s) to support this agreement. Funds will be collected by the Service using the Federal Intergovernmental Payment and Collections, on an agreed-to timeline for each Capital Project.
- 2) The Service will provide Bonneville with a monthly report of actual expenditures using the Service's Financial Business Management System containing sufficient detail to report accurate actuals by month and evaluate achievement of the budgetary performance objectives of this MOA and any other reporting requirements agreed to by the Parties.
- 3) Consistent with current practices under agreement #00-GS-75064 between Bonneville and the Service or as otherwise agreed, the Service will provide Bonneville timely and accurate information necessary to fulfill the relevant parts of the accounting requirements associated with FCRPS reporting, including the yearly closeout letter (due October 1st) and information necessary for Bonneville's commercial and federal audits.
- 4) The Service's report of expenditures and Bonneville's payments to the Service under this MOA will only be made for Capital Projects, as detailed in this MOA and its exhibits.

**E. Responsibilities of the Service**

- 1) LSRCP Administration. The Service retains all responsibility related to administration of the LSRCP and to fulfill all applicable statutory and regulatory requirements. These requirements for which the Service is responsible include but are not limited to contracting and contract claims and disputes arising during implementation of Capital Projects funded under this MOA, Endangered Species Act compliance, Clean Water Act 401 water quality certifications, National Pollutant Discharge Elimination System permits, National Environmental Policy Act and National Historic Preservation Act compliance. The funds provided by Bonneville will be spent on the implementation of Capital Projects.

2) Audit.

- a. The Service shall maintain accounting procedures and practices sufficient to reflect properly all costs the Service has incurred in performance of work accomplished pursuant to this MOA.
- b. Authorized Bonneville officials or its representatives, including internal and external auditors, shall have the right to examine the records supporting the costs the Service incurs pursuant to this MOA. This right of examination shall include inspection at all reasonable times at the Service's facilities used in performing work pursuant to this MOA, and at locations where records pertaining to the Capital Projects are maintained.

3) Reporting. Within 120 days following the end of each fiscal year, the Service shall provide an accounting of the actual Capital Project costs.

4) Reporting under RCBA. The Service is responsible for providing content on the projects funded through this MOA for the annual progress review, the annual progress report, and the annual status report under Section 6.4 of the RCBA.

**F. Termination**

- 1) If the RCBA is terminated pursuant to its terms, Bonneville may terminate this MOA by providing written notice to the Service. Termination will be effective on the day the Service receives Bonneville's termination notice.
- 2) Effect of Expiration/Termination. If this MOA is terminated, Bonneville has no further obligation to direct fund the Service for Capital Projects, except for obligations that the Service incurred after the execution of a Form 7600B between the Parties, in accordance with the MOA's terms prior to its expiration. Further, except as allowed by the preceding sentence, Bonneville is under no obligation to provide the Service with any portion of the \$200 million that remains unobligated by the Service when the MOA expires. For the purposes of this agreement, funds are considered obligated by the Service if the Service has issued a contract to expend them.

**G. Dispute Resolution**

- 1) In the event of a dispute under this MOA, the Parties shall continue to perform their duties under the MOA pending resolution of such dispute. The Parties shall use their best efforts to resolve that dispute in an informal fashion through negotiation and communication or other forms of mutually acceptable nonbinding alternative dispute resolution. This provision shall not apply to the decision to amend or terminate this MOA.
- 2) Upon the written notice from either Party to the other Party, any and all disputes arising under the terms of this MOA or out of performance under this MOA are subject to



elevation to the Service Regional Director and the Bonneville Director of Fish and Wildlife, including, without limitation, issues of fact, any law relating to performance under this MOA, and contract interpretation.

#### **H. Miscellaneous**

- 1) This MOA does not affect agreement #00-GS-75064 between Bonneville and the Service.
- 2) This MOA provides a framework for implementation of the RCBA USG Commitment that is the subject of this MOA only (see Recitals). It does not create precedent for funding of additional or later LSRCP capital or Capital Projects.
- 3) This MOA shall not affect any pre-existing or independent relationships or obligations between Bonneville and the Service.
- 4) There are no third-party beneficiaries of the MOA, and this MOA does not create any enforceable third-party rights.

#### **I. Notices.** The Parties will provide notices required under this MOA to the following points of contact:

To Bonneville:     United States Department of Energy  
                             Bonneville Power Administration  
                             905 NE. 11<sup>th</sup> Avenue  
                             P.O. Box 3621, EW-4  
                             Portland, Oregon 97208-3621  
                             Attn: Director, Fish and Wildlife

To the Service:     United States Department of Interior  
                             U.S. Fish and Wildlife Service, Pacific Region  
                             911 Northeast 11<sup>th</sup> Avenue  
                             Portland, Oregon 97232-4181  
                             Attn: Regional Director

#### **J. List of Exhibits**

- Exhibit A: LSRCP Planned Capital Project Budget

IV. SIGNATURES

APPROVED:

For the BONNEVILLE POWER ADMINISTRATION

**JOHN HAIRSTON** Digitally signed by JOHN HAIRSTON  
Date: 2024.12.20 08:52:10 -08'00'

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John Hairston

Date

Administrator and CEO

Bonneville Power Administration

APPROVED:

For the U.S. Fish & Wildlife Service

**JUDITH GORDON** Digitally signed by JUDITH GORDON  
Date: 2024.12.09 09:24:21 -08'00'

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ACTING for

Hugh Morrison

Date

Regional Director, Pacific Region

Department of Interior

U.S. Fish & Wildlife Service

**EXHIBIT A**  
**LOWER SNAKE RIVER COMPENSATION PLAN PLANNED CAPITAL PROJECT BUDGETS**

<u>Award Year</u>	<u>Facility</u>	<u>Project Title</u>	<u>Cost Estimate</u>
2025	CLEARWATER	Clearwater/Dworshak Expansion Scoping	\$ 500,000.00
2025	CLEARWATER	Replace Concrete Sidewalk around Admin Building	\$ 25,000.00
2025	CLEARWATER	Recoat Pipelines, clear pipeline corridor, and stabilize erosion	\$ 750,000.00
2025	CLEARWATER	Replace fence around original adult holding ponds	\$ 60,000.00
2025	COTTONWOOD	Replace bunkhouse roof	\$ 120,000.00
2025	DWORSHAK	Replace chiller and Incubation Plumbing	\$ 1,765,000.00
2025	DWORSHAK	Domestic Water Line	\$ 300,000.00
2025	DWORSHAK	Replace Gator cart	\$ 20,000.00
2025	DWORSHAK	Incubation Repairs	\$ 28,405.00
2025	DWORSHAK	Vaki system for fish counting, fish pump dewater tower	\$ 203,994.00
2025	FCAP	Move Pittsburg Landing acclimation facility	\$ 350,000.00
2025	HAGERMAN	Keyways, center post at 50ft in raceways	\$ 40,000.00
2025	HAGERMAN	Fix leak in visitor bathroom	\$ 20,000.00
2025	HAGERMAN	Seismic safety for Maint Shop Bldg	\$ 75,000.00
2025	HAGERMAN	Install flow meter spring 13	\$ 25,000.00
2025	IRRIGON	Shade Cover 35% Design	\$ 100,000.00
2025	LITTLE SHEEP	Replace all windows Little Sheep bunkhouse	\$ 20,000.00
2025	LOOKINGGLASS	Expansion Scoping and Alternative Analysis	\$ 150,000.00
2025	MAGIC VALLEY	Leaf guard for residence gutter	\$ 12,000.00
2025	MAGIC VALLEY	Replace HVAC in the shop area	\$ 15,000.00
2025	MAGIC VALLEY	New flooring for dorm	\$ 10,000.00
2025	MCCALL	NPDES issues scoping	\$ 150,000.00
2025	MCCALL	Epoxy adult ponds	\$ 350,000.00
2025	MCCALL	Incubation ventilation	\$ 15,000.00
2025	MCCALL	Spawning gear shed	\$ 17,000.00
2025	SAWTOOTH	Domestic water system overhaul	\$ 200,000.00
2025	SAWTOOTH	Predator Exclusion/Shade Cover Design	\$ 250,000.00
2025	SAWTOOTH	Dredge work above the weir, include permitting.	\$ 150,000.00
2025	SAWTOOTH	NOAA compliance Planning and Permitting	\$ 450,000.00
2025	SAWTOOTH	Repair intake and ladder concrete spalling	\$ 25,000.00
2025	SAWTOOTH	In-river flow gauge	\$ 20,000.00
2025	SAWTOOTH	Install device to measure well water depth	\$ 20,000.00
2025	TUCANNON	Replace 250 kw generator	\$ 300,000.00
2025	TUCANNON	Residences (2) roofing, siding, chimney repair, windows	\$ 250,000.00
2025	TUCANNON	Replace hatchery building siding	\$ 75,000.00
2025	TUCANNON	Replace intake screen	\$ 20,000.00
2025	WALLOWA	Repair fish ladder and outflow structure	\$ 100,000.00
2025	WALLOWA	Pump Replacement	\$ 70,000.00
2026	CLEARWATER	Hatchery Maintenance Water Line	\$ 300,000.00
2026	DWORSHAK	Chinook Raceways Shade Cover	\$ 4,100,000.00
2026	DWORSHAK	Fish Truck	\$ 38,806.00
2026	DWORSHAK	Epoxy Coat Burrows Ponds	\$ 250,000.00
2026	HAGERMAN	Offline Settling Pond Valve Replacement	\$ 250,000.00
2026	HAGERMAN	Hatchery valve replacement	\$ 500,000.00
2026	IMNAHA	Roof replacement	\$ 225,000.00
2026	IRRIGON	Chiller replacement	\$ 750,000.00
2026	IRRIGON	Shade/Solar cover construction	\$ 5,250,000.00
2026	IRRIGON	Hatchery plumbing replacement	\$ 300,000.00
2026	IRRIGON	Domestic plumbing replacement	\$ 300,000.00

## EXHIBIT A

### LOWER SNAKE RIVER COMPENSATION PLAN PLANNED CAPITAL PROJECT BUDGETS

2026	LYONS FERRY	Shade cover 35% design	\$	250,000.00
2026	LYONS FERRY	Replace Domestic Water Lines	\$	400,000.00
2026	LYONS FERRY	Pipeline Scoping and Alternatives Analysis	\$	490,000.00
2026	LYONS FERRY	Replace / repair adult chute, sorting, controls	\$	500,000.00
2026	MAGIC VALLEY	Replace wedge wire lift control structure at intake	\$	225,000.00
2026	MCCALL	Rehab lighting and replace heaters in hatchery bldg	\$	275,000.00
2026	MCCALL	Residence 2 storage space	\$	20,000.00
2026	POWELL	Building repair, siding, new roofs, paint	\$	150,000.00
2026	RED RIVER	Repair Intake and Weir - Permitting	\$	300,000.00
2026	SOUTH FORK	Replace bunkhouse	\$	175,000.00
2026	TUCANNON	Repair intake and fish ladder - Permitting	\$	250,000.00
2027	CLEARWATER	Main supply valve replacement	\$	980,000.00
2027	CLEARWATER	Replace Valves on hatchery building	\$	500,000.00
2027	DWORSHAK	Alarm System Upgrade	\$	1,200,000.00
2027	HAGERMAN	Update onsite pipe drawings	\$	25,000.00
2027	HAGERMAN	Serial Re-use redesign - 35% Design	\$	300,000.00
2027	HAGERMAN	Replace Hatchery 2 roof	\$	175,000.00
2027	IRRIGON	Replace residence siding and windows (6)	\$	400,000.00
2027	IRRIGON	Replace bird netting	\$	25,000.00
2027	IRRIGON	Repair and epoxy coat concrete raceways	\$	900,000.00
2027	LYONS FERRY	Shade cover construction	\$	5,100,000.00
2027	MAGIC VALLEY	Replace hatchery building roof	\$	700,000.00
2027	MAGIC VALLEY	Dredge the settling ponds	\$	200,000.00
2027	MCCALL	Remodel dorm / office building	\$	600,000.00
2027	SAWTOOTH	Abatement Pond Travelling Screen	\$	100,000.00
2027	WALLOWA	Replace metal roofs, all bldgs	\$	425,000.00
2028	CLEARWATER	New roof - office / dorm building	\$	200,000.00
2028	DWORSHAK	New Adult Holding Ponds	\$	2,000,000.00
2028	DWORSHAK	Epoxy coat chinook raceways	\$	750,000.00
2028	HAGERMAN	Serial Re-use redesign - Construction	\$	4,400,000.00
2028	IRRIGON	Intake bldg improvements	\$	250,000.00
2028	IRRIGON	Install isolation valves for east side & west side raceways	\$	400,000.00
2028	IRRIGON	Replace Bank A header pipes	\$	700,000.00
2028	LITTLE SHEEP	Intae and fish ladder repairs	\$	85,000.00
2028	LITTLE SHEEP	Intake and fish ladder repairs	\$	300,000.00
2028	LSRCP	Install fire sprinklers for all hatchery (40) houses	\$	800,000.00
2028	LSRCP	Regular program vehicles	\$	1,000,000.00
2028	LSRCP	Replacement Marking trailers (3 new ones)	\$	6,000,000.00
2028	LYONS FERRY	Pipeline - Design, Planning, and Permitting	\$	2,500,000.00
2028	MAGIC VALLEY	Repair early rearing vat drains	\$	200,000.00
2028	MCCALL	Residence garage repair	\$	450,000.00
2028	MCCALL	Paint the super structure holding up the shade structure	\$	250,000.00
2028	RED RIVER	Repair Intake and Weir - Construction	\$	2,000,000.00
2028	SAWTOOTH	Repair and epoxy coat raceways	\$	900,000.00
2028	SAWTOOTH	Intake replacement - Construction	\$	3,750,000.00
2028	SAWTOOTH	Weir replacement - Construction	\$	3,750,000.00
2028	TUCANNON	Repair intake and fish ladder	\$	5,800,298.00
2028	WALLOWA	Repair fish ladder and outflow structure	\$	1,200,000.00
2028	WALLOWA	Upgrade & repair incubation facilities	\$	150,000.00
2029	CLEARWATER	Repair and epoxy coat steelhead raceways	\$	950,000.00
2029	HAGERMAN	Additional bunkhouse trailer space	\$	400,000.00
2029	LOOKINGGLASS	Lookingglass TW2 Well Back-up - Planning and Permitting	\$	300,000.00
2029	LOOKINGGLASS	Lookingglass TW2 Well Back-up - Design/Build	\$	1,300,000.00
2029	LSRCP	Epoxy paint inside vats - Magic, McCall, Clearwater, Sawtooth, Hag	\$	900,000.00
2029	LSRCP	Fish haul tankers and trucks	\$	5,000,000.00

## EXHIBIT A

### LOWER SNAKE RIVER COMPENSATION PLAN PLANNED CAPITAL PROJECT BUDGET

2029	MAGIC VALLEY	Equipment Storage Building	\$	400,000.00
2029	MCCALL	Repair all retaining walls	\$	75,000.00
2029	MCCALL	Replace all windows, all buildings including residences	\$	225,000.00

**Total Capital Project Estimated Cost** **\$ 81,365,503.00**

**UNITED STATES GOVERNMENT**  
**GENERAL TERMS & CONDITIONS (GT&C)**  
**FS Form 7600A**



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity. In Accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 6, Section 9.

[https://www.fiscal.treasury.gov/fservices/gov/acctg/g\\_invoice/g\\_invoice\\_home.htm](https://www.fiscal.treasury.gov/fservices/gov/acctg/g_invoice/g_invoice_home.htm)

G-Invoicing Required Fields have an ( \* )

NEW OR MODIFIED GT&C			
*General Terms and Conditions (GT&C) Number		GT&C Number:	
		Modification Number:	
AGENCY INFORMATION			
1.		Requesting Agency (Buyer)	Servicing Agency (Seller)
	*Agency Identifier (AID)	89	014
	*Agency Location Code (ALC)	89001401	14160006
	*Agency Name	Bonneville Power Administration	U.S. Dept of the Interior Fish and Wildlife Service
	*Agency Address	905 NE 11th Ave Portland, OR 97232	911 NE 11th Ave, Portland, OR 97232
	Cost Center		FF01FLSR00
	Business Unit	Fish and Wildlife Division (EW)	Lower Snake River Compensation Plan
	Department ID	43003334	151157950
GT&C INFORMATION			
2.	GT&C Title	Lower Snake River Compensation Plan Capital Funding	
3.	Agency Agreement Tracking Number	00-GS-75064-CAP	00-GS-75064-CAP
4.	*Agreement Period	Start Date (mm/dd/yyyy): 12/20/2024	End Date (mm/dd/yyyy): 09/30/2033
5.	Termination Days	30	
6.	*Agreement Type	<input type="radio"/> Single Order <input checked="" type="radio"/> Multiple Order	
7.	*Advance Payment Indicator	Are Advance Payments allowed for this GT&C? <input type="radio"/> Yes <input checked="" type="radio"/> No *If "Yes", the Requesting Agency Advance Payment Authority Title and Citation are required upon creation of an Order against this GT&C.	
8.	*Assisted Acquisition Indicator	Will this GT&C accommodate Assisted Acquisitions? <input type="radio"/> Yes <input checked="" type="radio"/> No *If "Yes", the Servicing Agency provides acquisition support in awarding and managing contracts on behalf of the Requesting Agency's requirements for products or services. Lines 17 & 18 below for additional detail.	
ESTIMATED AGREEMENT AMOUNT			
9.	Total Direct Cost Amount	\$22,400,000.00	
	Total Overhead Fees and Charges Amount	\$757,487.92	
	*Total Estimated Amount	\$23,157,487.92	

	Enforce Total Remaining Amount	Should G-Invoicing enforce the total value of orders to remain below the Total Amount on the GT&C? <input type="radio"/> Yes <input checked="" type="radio"/> No If "Yes", G-Invoicing will not allow Order total to exceed the GT&C total.
<b>ADDITIONAL AGREEMENT INFORMATION</b>		
10.	Explanation of Overhead Fees and Charges	Negotiated indirect cost rate of 3.5%
11.	Requesting Scope	See attached 2024 Memorandum of Agreement for Limited Capital Direct Funding
12.	Requesting Roles	See attached 2024 Memorandum of Agreement for Limited Capital Direct Funding
13.	Servicing Roles	See attached 2024 Memorandum of Agreement for Limited Capital Direct Funding
14.	Restrictions	
15.	Assisted Acquisition Small Business Credit Clause	The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.
16.	Disputes	Disputes related to this GT&C and any related Orders shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Transaction (IGT) Guide, at <a href="http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html">http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html</a>
17.	Requesting Assisted Acquisitions	
18.	Servicing Assisted Acquisitions	
19.	Requesting Clauses	See attached 2024 Memorandum of Agreement for Limited Capital Direct Funding
20.	Servicing Clauses	See attached 2024 Memorandum of Agreement for Limited Capital Direct Funding
<b>CLOSE GT&amp;C</b>		
21.	Closing Date (mm/dd/yyyy):	
	Brief explanation required for closing this GT&C prior to the original End Date resulting in early termination:	
<b>PREPARER INFORMATION</b>		
22.	*Prepared Name	Rodrigo George
	*Prepared Phone	+1 (503) 230-3260
	*Prepared E-mail	rdgeorge@bpa.gov

**AGREEMENT APPROVALS**

By signing this agreement, you authorize the General Terms and Conditions as stated, and that the scope of the work can be fulfilled. By signing, you agree to periodically review the terms and conditions of the agreement and make any necessary modifications to the GT&C and any affected Order(s).

		Requesting Initial Approval (required)	Servicing Initial Approval (required)
23.	*Date (mm/dd/yyyy)	01/08/2025	01/08/2025
	*Approver's Name	Rodrigo George	Rod Engle
	*Signature:	RODRIGO GEORGE <small>Digitally signed by RODRIGO GEORGE Date: 2025.01.10 08:27:47 -08'00'</small>	
	Title	Supervisory Program Analyst	LSRCP Program Administrator (Acting)
	*E-mail	rdgeorge@bpa.gov	rod_engle@fws.gov
	*Phone	+1 (503) 230-3260	+1 (208) 296-8759
	Fax		
		Requesting Final Approval (required)	Servicing Final Approval (required)
24.	*Date (mm/dd/yyyy)	01/08/2025	01/08/2025
	*Approver's Name	Scott Armentrout	Kyle Hanson
	*Signature:		
	Title	Executive Vice-President Environment, Fish and Wildlife	Assistant Regional Director, Pacific Region, Fish and Aquatic Conservation (Acting)
	*E-mail	sgarmentrout@bpa.gov	kyle_hanson@fws.gov
	*Phone	+1 (503) 230-3076	+1 (971) 413-2216
	Fax		