

Memorandum of Agreement

between

**The Washington Department of Fish and Wildlife
and
The Bonneville Power Administration**

for the

Disbursal of Wildlife Mitigation Funds and Mitigation Crediting

October 1996

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This Agreement is made by the Washington Department of Fish and Wildlife (WDFW) and the United States of America, acting through the Department of Energy, Bonneville Power Administration (BPA).

RECITALS

A. The WDFW's legislative mandate is to preserve, protect, and perpetuate wildlife and wildlife habitat for the citizens of Washington. R.C.W. 77.12.010.

B. BPA is a power marketing agency within the United States Department of Energy. The Pacific Northwest Electric Power Planning and Conservation Act, P.L. 96-501 ("Act") directs BPA to protect, mitigate, and enhance fish and wildlife affected by the development and operation of federal hydroelectric projects of the Columbia River and its tributaries, in a manner consistent with the purposes of the Act, the program adopted by the Pacific Northwest Electric Power and Conservation Planning Council ("Council") under subsection 4(h) of the Act, and other environmental laws. BPA has the authority pursuant to sections 2(e) and (f) of the Bonneville Project Act, 16 U.S.C. § 832a(e), (f), to convey real property to WDFW.

C. WDFW owns or at all relevant times will own real properties, identified in Attachments A, B, and C to this Agreement (hereinafter Property or Properties). These Properties are located within the boundaries of the state of Washington.

(i). Attachment A: mitigation properties acquired by BPA and to be conveyed to WDFW under this Agreement.

(ii). Attachment B: mitigation properties to be acquired by WDFW as a result of this Agreement.

(iii). Attachment C: public lands owned/managed by WDFW to be improved as a result of this Agreement.

The intent of this Agreement is not to diminish existing funding for the WDFW Wildlife Area Program but to provide additional funding to address wildlife mitigation on existing public

lands pursuant to the Council's Columbia River Basin Fish and Wildlife Program (hereinafter the Program).

D. The BPA and other entities, including WDFW, have entered into a Washington Wildlife Mitigation Agreement (Interim Agreement) which obligates BPA to make available to WDFW \$21,840,000. BPA has already incurred costs of \$4,882,561 under the Interim Agreement at WDFW's request. This Agreement will transfer the balance of WDFW's share to WDFW and govern the use and management of all funds and property interests constituting WDFW's share of the Interim Agreement. Pursuant to this Agreement WDFW will use its share of Interim Agreement assets for protection, mitigation, and enhancement of wildlife and wildlife habitat that has been adversely affected by the construction of Federal hydroelectric dams on the Columbia River or its tributaries, so as to assist BPA in partially meeting its responsibilities under the Act. The parties subsequently amended the Interim Agreement to allow for, among other things, the extension of its term until October 1, 2000 for a portion of WDFW's mitigation efforts undertaken pursuant to the Interim Agreement. The amendment to the Interim Agreement is attached as Exhibit D. The terms and definitions from the Interim Agreement and its amendment by the parties are incorporated by reference, and all of the rights and duties established in the Interim Agreement remain binding on the parties until its expiration or termination.

E. WDFW has developed or will develop specific mitigation projects for the Properties identified in Attachments A, B, and C. Unless otherwise stated, "Projects" refers to all projects for all Properties.

F. The underlying purpose of the Agreement is to protect, mitigate, and enhance wildlife and wildlife habitat permanently, so the parties have not included a term or termination provisions.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. BPA's Consideration: In Consideration of the promises and covenants made and set out herein, and pursuant to Intergovernmental Contract #96BI97789,

A. BPA shall transfer to the WDFW a total of \$6,607,439 pursuant to Intergovernmental Contract #96BI97789, upon execution of this Agreement. BPA shall make subsequent annual payments totaling \$16,957,439 as follows:

- (i) On or before October 1, 1997, \$5,307,565;
- (ii) On or before October 1, 1998, \$3,130,100;
- (iii) On or before October 1, 1999, \$1,912,335.

These amounts, along with the \$4,882,561 already used for WDFW projects pursuant to the Interim Agreement, shall constitute WDFW's full share of funds provided through the Interim Agreement.

B. BPA shall convey its real property interests identified in Attachment A to WDFW, subject to the approval of the Washington Fish and Wildlife Commission. BPA will make its best efforts to transfer title to the lands to WDFW by December 31, 1996.

C. After the term of the Interim Agreement, BPA shall provide additional funds for the continued operation and maintenance that is determined to be necessary to maintain or provide wildlife and/or wildlife habitat benefits.

2. WDFW's Consideration. In consideration of the promises and covenants made and set out herein:

A. WDFW shall use the monies provided under the Intergovernmental Contract, and any interest earned from those monies, to purchase and/or improve the Properties and to accomplish reasonable operation and maintenance during the term of the Interim Agreement, except as operation and maintenance funding is additionally provided for in section 5 of this Agreement.

B. WDFW may use the funds provided by BPA for leases or conservation easements that protect, mitigate, and enhance wildlife and wildlife habitat. WDFW shall secure leases with the longest lease term possible given project objectives. If a lease or easement is terminated or WDFW is unable to renew it, WDFW may secure an equal number of HUs through new leases,

easements, acquisitions, or improvements. WDFW guarantees an equal or greater amount of credit to BPA as was available under the preceding lease or easement agreement(s), including credit realized or projected from habitat maintenance and improvements made with funds provided by or derived from BPA.

C. WDFW shall protect and manage the Properties as wildlife habitat permanently, preventing to the extent reasonable any and all uses of the Properties that are inconsistent with the Interim Agreement, this Agreement, the Program, and the management plans (discussed in section 4). WDFW shall evidence its obligation to protect the Properties permanently on behalf of BPA by:

(i) Acknowledging and recording a covenant substantially similar to Attachment E for any Attachment A and B real property interests WDFW acquires under this Agreement. Within 45 days of recording(s), WDFW shall submit to the BPA contracting officer a copy of the recorded documents showing the recording information. Provided, for the Welsh property described in Attachment A pages 25-28, WDFW need not record a covenant until one year after this Agreement is signed, allowing for sales and or exchanges the parties already anticipate;

(ii) This affirmation that WDFW has pre-existing contractual obligations to hold and use all Attachment C Properties for permanent wildlife and wildlife habitat protection and mitigation, and to replace Attachment C Properties with habitat of equal or greater habitat value if the land is sold or converted to non-wildlife habitat uses; and

(iii) Warranting for any Property (interest) conveyed to BPA that WDFW has not by affirmative act or negligence allowed any situation to occur with respect to the Property, or entered into any leases or renewals, or other agreements relating to the Property, that would frustrate BPA's ability to manage the Property according to the site-specific management plan (discussed in section 4). WDFW shall also warrant that there is no known hazardous waste contamination on the Property.

3. Interest Bearing Account. WDFW shall place the monies received from BPA under paragraph 1 above, and any interest earned on them, herein after referred to as "the Fund,"

in the Special Wildlife Account. BPA, at its own expense, may audit the account upon reasonable request.

4. The Plans. WDFW will manage the Properties for wildlife habitat. WDFW will develop site specific management plans (hereinafter Plans) to achieve the minimum estimated HUs for each project proposal and address the on-going management and proposed improvement activities of the Properties; BPA shall approve the Plans, and it shall not unreasonably withhold its approval. The Fund shall not be used for the implementation of a management Plan until BPA approves that Plan. Plans will be developed pursuant to and in conformity with the terms of the Interim Agreement, this Agreement, and the Council's Program.

5. Operation and Maintenance:

A. WDFW may use the Fund during the term of the Interim Agreement to accomplish reasonable operation and maintenance of the Properties. For those projects implemented prior to October 1, 1997, WDFW may obtain additional funding from BPA for continued operation and maintenance during the term of the Interim Agreement. The parties recognize the process used by the Council and BPA for prioritizing funding of fish and wildlife mitigation measures may affect the amount and timing of operation and maintenance funding after the termination of the Interim Agreement.

B. In the event WDFW determines the operation and maintenance funding provided by BPA is inadequate to fulfill WDFW's management obligations under this Agreement and the Interim Agreement, then WDFW shall provide BPA with written notice that the O&M funding is inadequate and (i) relinquish its interest in and convey any Attachments A or B real property interests acquired with the Fund to BPA, and BPA shall assume full responsibility to manage the conveyed real property interests for the permanent protection of wildlife and wildlife habitat, and (ii) for Attachment C properties WDFW will transfer to BPA any remaining goods, materials, or equipment acquired with the Fund, and the balance of the Fund. The Parties may seek the Council's assistance on how to address crediting.

C. Revenue received from managing the Properties, including conservation reserve program payments or other similar payments, shall be included in the Fund and used for wildlife management purposes, consistent with the Plans, including the payment of in lieu property tax and county weed assessments on Attachment A and B properties, and such revenues may be subtracted from O&M funds that would otherwise have been provided by BPA, unless otherwise agreed by the parties. During the first eighteen months of this Agreement, preacquisition costs may also be paid from such revenues. The WDFW shall provide BPA with an annual accounting of revenues received from the Properties.

6. Land Preacquisition Activities and Costs: Implementation of approved Projects under this Agreement includes acquiring interests in lands within the areas described in Attachment B. The WDFW may utilize its own processes in conducting any and all preacquisition activities, that include, by way of example, appraisals, environmental land audits (ELAs), drafting and presenting to sellers earnest money agreements, purchase and sale agreements, and conducting surveys; provided, WDFW will comply with federal real property acquisition laws, such as the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601-4655, and WDFW shall provide BPA with up to thirty days to review the appraisals and ELAs. The Fund will be used to pay all pre-acquisition costs.

7. Environmental Compliance.

A. BPA completed the Washington Wildlife Mitigation EA/FONSI in August 1996, providing compliance with NEPA and related laws for properties identified in Attachments A, B, and C, except the Vancouver Lowlands project.

B. For the Vancouver Lowlands project, BPA has issued a categorical exclusion dated August 2, 1996 for habitat acquisition only. Therefore, with regards to Vancouver Lowlands, the Fund may be used only for acquisition-related costs. BPA and WDFW share an obligation to maintain the status quo of wildlife and other resources involved and shall comply with Title 40, Section 1506.1 of the Code of Federal Regulations (Limitations on Actions During NEPA Process). The Vancouver Lowlands project is currently being examined in BPA's Draft

Wildlife Mitigation Programmatic Environmental Impact Statement, DOE/EIS 96-0246. If upon completion of the final EIS BPA decides to fund the Vancouver Lowlands project, then WDFW may develop a management plan pursuant to section 4 of this Agreement and use the Fund to implement the plan.

C. For all projects, the parties will integrate cultural resource management planning with the wildlife management practices as a means of avoiding impacts to cultural and historic resources. Surveys shall be done before either party initiates ground-disturbing activities. The parties will also avoid sensitive sites in implementing habitat improvement actions. Only ground-disturbing activities approved in the management plans may be undertaken. WDFW may use the Fund, or if it is exhausted seek additional monies through the Council's Program budget prioritization process, for the surveys or any cultural or historic resource mitigation necessitated as a result of WDFW's actions under this Agreement.

8. Protection of Tribal Rights: Nothing in this Agreement is intended to nor shall abrogate or expand any federally protected or reserved Indian right.

9. Right to Enter: BPA shall have the right to enter upon the Properties at reasonable times to monitor WDFW's compliance with this Agreement and to enforce its terms.

10. Public Access: The general public shall have reasonable access to the Properties.

11. BPA Credit: As further described in the Interim Agreement, WDFW shall support BPA's taking of the following protection, mitigation, and enhancement credit, estimated in Attachment F, as provided below:

A. Property Described in Attachment A: For having purchased the real property described in Attachment A and conveying it to WDFW, BPA shall receive a total of 13,641 Habitat Units (HUs) mitigation credit for both habitat protection under the Act, based on the Habitat Evaluation Procedure (HEP) conducted by WDFW in 1995 and 1996, and habitat improvements.

B. Property Described in Attachment B: WDFW shall purchase real property described in Attachment B and BPA shall receive credit to its wildlife mitigation obligation under the Act, an estimated minimum total of 4007 HUs for the combined habitat protection and improvement activities. WDFW will conduct a HEP study for all target species used in the Wildlife Habitat Impact Assessments for the Federal Columbia River dams located in the state of Washington, and shall be used to evaluate the mitigation credit due. Should the actual HEP study of the Properties result in a different number of HUs, BPA shall receive credit for the actual HUs determined.

C. Property Described in Attachment C: For improvements made on real property described in Attachment C, BPA shall receive credit of an estimated minimum 26,855 HUs. Should WDFW's actual HEP study of this real property result in a different number of HUs, BPA shall receive credit for the actual HUs determined.

D. For leased lands: Credit shall be as described in sections 2B, 11A, and 11B.

E. The WDFW will support BPA's obtaining full credit for protecting existing habitat on the Properties, and for habitat improvements when implemented on the Properties, so long as both parties comply with the terms of this Agreement and the Interim Agreement, and act consistently with the Program. Provided, should the Washington Coalition and BPA agree to a final credit formula or one be imposed by applicable law, judicial decision, agreement between BPA and WDFW, or approved pursuant to BPA rulemaking and not overturned by any court of competent jurisdiction, that formula shall be used to recompute the credit provided in this part and the recomputed credit shall be used for all purposes, including the final determination of BPA's ultimate obligation to provide wildlife mitigation, protection and enhancement.

12. In-Lieu Clarification: WDFW may use the Fund only for acquisitions and improvements that are in addition to, not in lieu of, other expenditures it is required to make under other agreements or provisions of law. WDFW will pay, from a separate account, in-lieu property tax payments, county weed assessments and minimum noxious weed control costs as required by state law for the Attachment C properties.

13. Monitoring and Evaluating Improved Habitat: WDFW may use the Fund during the term of the Interim Agreement to monitor and evaluate wildlife and habitat response to habitat improvements made pursuant to this Agreement.

14. Incidents of Ownership: WDFW will have exclusive control over management and operation of the Properties, and will be responsible for all incidents of ownership of the Properties.

15. Force Majeure: Neither party shall be liable to the other or deemed in fault under this Agreement if and to the extent that party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, acts of government other than WDFW or BPA, embargo, wrecks, or unavoidable delay in materials or manufacturing facilities from generally recognized sources in the applicable industry. The parties will make all reasonable efforts to resume performance promptly once the force majeure is eliminated.

16. Reporting:

A. Beginning September 30, 1997 and through fiscal year 2003 or until the Fund is exhausted, WDFW shall provide BPA semi-annual reports generally describing the parcels in the Project and the terms and conditions of any acquisitions, and scope/status of improvement measures implemented. WDFW shall provide an accounting of the balance of the Fund, including interest earned, expenditures, and revenue derived from the Properties.

B. WDFW shall notify the Council's wildlife working group promptly of any releases of hazardous materials on the Properties.

17. Binding Effect: This Agreement shall be binding on the parties and their assigns and successors. Neither party shall assign its rights under this Agreement without the written concurrence from the other party, and such concurrence shall not be withheld unreasonably.

18. Limitation of Credit: The credit BPA obtains for the consideration paid to provide and maintain the Properties as wildlife habitat as required and provided in this Agreement shall not be affected or diminished as a result of the failure of the WDFW to carry out its obligations to maintain the properties as provided in this Agreement.

19. Dispute Resolution: The parties agree to make best efforts and use due diligence to resolve any disputes related to this Agreement. If disputes are not able to be resolved the parties will submit to mediation upon notice of impasse by either party. The party giving notice of impasse shall submit a name of a mediator and within 20 days, the other party will agree or submit the name of a mediator of its own choosing within 20 days. If the parties do not agree on a mediator, then the parties' mediators will jointly choose another mediator immediately to conduct the mediation. Within the next 90 days no less than two mediation sessions will take place. If a final mediated resolution does not take place then the matter may be litigated. The terms of resolution of a mediated dispute will be incorporated in this Agreement by a mutual written addendum. The parties shall share the costs of mediation equally. All terms of this section shall be exhausted before any court action can ensue. In the event of litigation, the parties may seek only declaratory or injunctive relief, or restitution.

20. Effective Date: This Agreement shall be effective upon the date that the last party signs.

21. Property Exchange or Sale:

A. If an exchange of real property interests would provide a net gain in IJUs or aid in the fulfillment of the management objectives as stated in this Agreement and the Plan, then WDFW

may exchange any real property interest acquired with the Fund for other real property interests after ensuring the following conditions will be met:

- (i) written approval of the Washington Fish and Wildlife Commission and the concurrence of BPA,
- (ii) the new real property interests are of equal or greater wildlife habitat value, as measured by a habitat evaluation procedure, to the species targeted in the Plan; or the sale or exchange aids in the fulfillment of management objectives of the Plan,
- (iii) WDFW will record a signed copy of Attachment E with all appropriate authorities, ensuring the real property interest being acquired through sale or exchange is protected for wildlife and wildlife habitat, and
- (iv) WDFW shall work with the Washington State Historic Preservation Officer to ensure protection of properties listed or eligible to be listed under the National Historic Preservation Act, 16 U.S.C. §§ 470 et seq., by including deed or other restrictions that preserve the property's significant historic features.

B. Money originating from or derived from the Fund may be used for the exchange. The Fund may be used to conduct a HEP study to determine the value of the habitat units to be exchanged. If the Fund has been exhausted, BPA may provide additional funding to conduct the HEP study.

22. Contract Approval: If a court of competent jurisdiction finds that the portion of this Agreement that relates to the Properties and their use or the ability of BPA to exercise its rights with respect to the Properties are unauthorized or not binding on WDFW, or that the portion of this Agreement that relates to the Properties and their use or the ability of WDFW to exercise its rights with respect to the Properties are unauthorized or not binding on BPA, then this Agreement shall be terminated and:

- A. For Attachment A or B Properties, WDFW shall convey the Properties to BPA.
- B. For Attachment C properties WDFW will transfer to BPA any remaining goods, materials, or equipment acquired with the Fund, and the balance of the Fund.

23. Modification. The parties by mutual agreement may modify the terms of this Agreement during its term. Any such modification shall be in writing signed by both parties.

24. Applicable Law: Federal law shall govern the implementation of this Agreement and any action, whether mediated or litigated, brought or enforced.

25. Attorney Fees: In the event of litigation involving this Agreement each party shall bear its own costs and attorney fees, including those incurred on appeal.

26. Waiver: The failure of any party to require strict performance of any term of this Agreement or a party's waiver of performance shall not be a waiver of any future performance or of a party's right to require strict performance in the future.

27. Unexpended Monies: If the Fund is not depleted after acquisitions and habitat improvements have resulted in the minimum number of habitat units provided under Intergovernmental contract #96BI97789 and fulfillment of section 5(b)(xi) of the Interim Agreement, WDFW may, after BPA written concurrence, expend the remainder of the Fund for additional wildlife mitigation projects pursuant to the Interim Agreement.

/
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IN WITNESS WHEREOF, the parties have signed this Agreement below.

Director, Washington Department of
Fish and Wildlife

Date: _____

Manager, Real Estate

Date: _____

Group Vice President, Environment,
Fish and Wildlife

Date: _____

ATTACHMENT E
COVENANT FOR RECORDING BY THE WDFW

Covenant. The Grantor, the State of Washington, Department of Fish and Wildlife (WDFW), for and in consideration of one dollar and other good and valuable consideration, conveys and grants to the Grantee, the Bonneville Power Administration, its successors or assigns, a covenant that WDFW will use this real property for the public purpose of mitigation, permanent protection and enhancement of wildlife and wildlife habit, and to allow reasonable public access.

WDFW has acquired this real property with BPA's assistance to help BPA in partially fulfilling its duty to protect, mitigate, and enhance wildlife habitat affected by the development of the Federal Columbia River Power System as authorized and required by section 4(h)(10)(A) of the Pacific Northwest Electric Power Planning and Conservation Act of 1980, 16 U.S.C. §§ 839 et seq.

This covenant shall run with the land, providing protection to the wildlife and wildlife habitat permanently, in favor of BPA, its successors and assigns. Provided, (1) should WDFW determine this real property, or portions thereof, no longer meets management objectives and BPA concurs, as evidenced by an affidavit executed by WDFW and BPA; (2) a court finds the MOA is not binding on one of the parties; or (3) WDFW determines the operation and maintenance funding provided by BPA is inadequate to maintain or provide wildlife and/or wildlife habitat benefits; then WDFW shall provide BPA with written notice and relinquish its interest in and convey this real property to BPA, and this covenant will become void and be removed as an encumbrance upon this real property, or portion thereof.

ACKNOWLEDGED:

Director, Washington Department of Fish and Wildlife

Date: _____



Confederated Tribes and Bands
of the Yakima Indian Nation

Established by the
Treaty of June 9, 1855

CREATION OF A TRUST INSTRUMENT FOR THE BENEFIT
OF THE COLUMBIA BASIN FISH AND WILDLIFE AUTHORITY MEMBERS

by

Patrick J. Oshie
Office of Legal Counsel
Yakima Indian Nation

I. THE NATURE OF A TRUST

A trust is a fiduciary relationship with respect to property (in this instance funds for disbursement to members) subjecting the person or legal entity by whom the property is held to equitable duties to deal with it for the benefit of another.

II. CREATION OF AN EXPRESS TRUST

A. Trustor (CBFWA) must have the legal capacity to make a trust. In other words, a trust is only as valid as the legal capacity of its maker. A trust cannot perform duties its maker is legally incapable of performing on its own. A trust can be created to serve any purpose which does not contravene law or public policy.

B. The property or trust assets must be in existence.

C. After selection of the trustee, legal title to the trust assets must be presently and unequivocally transferred from the trust maker (trustor) to the trustee. The trustor cannot retain any legal interest in the trust assets. The trustor may retain an equitable interest in the trust assets as a trust beneficiary.

D. Trust is created in favor of the designated beneficiary. The beneficiary retains equitable ownership in the trust assets, which affords the beneficiary legal standing to enforce the provisions of the trust or to bring a legal action against the trustee for breach of its fiduciary duty to the trust or its beneficiaries.

E. The provisions of the trust will reflect the intent of the parties. The provisions must be crafted to give clear direction to the trustee. The trustee can be given some discretion to make decisions regarding the handling of the

CBFWA--Creation of a Trust
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trust assets so long as the trustee's discretionary authority is set forth in the body of the trust. The bottom line is that the intent of the trust must be easily and readily identifiable from an examination of its provisions. This allows the trustee or a court of law to ascertain the intent of the parties and enforce the provisions of the trust.

F. It is possible to revoke or modify the provisions of a trust after its creation so long as such authority is retained by the trustor and is reflected in the trust instrument.

III. CONCLUSION OF THE TRUST

For all practical purposes a trust will expire upon the final disbursement of the trust assets. However, as a general rule, a trust cannot go on forever. Giving the trust a date certain or lifetime will protect it from possible legal attack. If assets are to remain in the trust fund, instructions should be given to the trustee on how to deal with any remaining assets.

IV. BOTTOM LINE

Assuming the CBFWA has the legal authority and that it can reach agreement among its members regarding the handling and disbursement of funds, it appears that it can create a trust to implement its intent to protect, mitigate and enhance the wildlife in the Columbia Basin.

A	B	C	D	E	F	G	H	I	J	K
1 Category	Grand Coulee	Chief Joseph	McNary	John Day	The Dalles	Bonnetville	Albion Falls	Williamette	Idaho-Dworshak	Dworshak
2 Acres	70000	4752	15639	27566	2411	7027	15517	17800	35,425	12758
3 Hills Lost	111515	14076	23545	36555	2330	12317	28658	94275	750	750
4 Fee Title Cost \$/AC-2	500	500	750	750	2000	2000	900	3000	750	750
5 Hydro-Allocation	0.92	0.98	0.80	0.75	0.86	0.94	0.95	0.457	1	1
6 Protection/Acquisition	35,420,000	2,561,328	10,321,740	17,056,463	4,561,612	14,531,836	14,593,739	26,844,190	29,225,295	10,525,350
7 Devel/Enhance/Start-up	7,084,000	512,266	1,376,232	2,274,195	228,081	726,592	1,621,527	894,808	3,896,706	1,403,380
8 Advance Planning/Design	7,084,000	512,266	2,064,348	3,411,293	912,322	2,906,367	2,919,748	5,368,636	5,845,059	2,105,070
9 TOTAL STARTUP COSTS	49,588,000	3,585,859	13,762,320	22,741,950	5,702,015	18,164,795	19,134,013	33,107,822	38,967,060	14,033,800
10 Operation & maintenance	1,416,800	102,453	275,246	454,839	45,616	145,318	324,305	178,961	779,341	280,676
11 Monitoring & Evaluation	43,921	3,176	8,533	14,100	1,414	4,505	10,053	5,548	24,160	8,701
12 TOTAL ANNUAL COSTS	1,460,721	105,629	283,779	468,939	47,030	149,823	334,359	184,509	803,501	289,377
13 TRUST FUND ANNUAL COSTS	36,519,020	2,640,729	7,094,476	11,723,475	1,175,755	3,745,581	8,358,969	4,612,725	20,087,519	7,234,424
14 TOTAL ANNUAL + UPFRONT	86,106,020	6,226,588	20,858,796	34,465,425	6,877,770	21,910,376	27,492,982	37,720,547	59,054,579	21,268,224
15										
16										
17										
18										
19										
20										
21 WDW	44,172,388	2,957,629	7,925,582	8,185,538	1,633,470	5,203,714	5,498,596	0	70,078,323	0
22 TRIBAL WASH. SIDE	37,542,225	2,957,629	7,925,582	8,185,538	1,633,470	5,203,714	5,498,596	0	68,946,756	0
23 ODFW	0	0	1,981,396	8,185,538	1,633,470	5,203,714	0	35,834,520	52,838,636	0
24 TRIBAL ORE SIDE	0	0	1,981,396	8,185,538	1,633,470	5,203,714	0	17,004,119	10,708,176	0
25 USFWS	4,305,301	311,329	1,042,840	1,723,271	343,889	1,095,519	0	1,886,027	10,708,176	0
26 TOTAL OR & WA PACKAGE	86,019,914	6,226,588	20,858,796	34,465,425	6,877,770	21,910,376	5,498,596	37,720,547	219,576,013	0
27										
28 ASSUMES MARY 90/20 FOR WASH OR SIDES										
29 ASSUMES OTHER LOWER COLUMBIA 50/50 WASHORE SIDES										
30 ASSUMES USFWS 5% OVER ALL (EXCLUDING ALBANI BECAUSE OUTSIDE WASH & ORE)										
31 ASSUMES TRIBES GET 47.5% OF LOWER COLUMBIA, AGREED UPON % FOR UPPER COLUMBIA, 20% FOR ALBANI FALLS AND NO TRIBAL FOR WILLAMETTE										

adjustment used rec'd from
gives set of plan table

about 90m

A	B	C	D	E	F	G	H	I	J	K
1 Category	Grand Coulee	Chief Joseph	McNary	John Day	The Dalles	Bonerville	Albani Falls	Williamette	Idaho-Dworshak	Dworshak
2 Acres	70000	4752	15639	27566	2411	7027	1517	17800	35,425	12758
3 H/Ls Lost	111515	14076	23545	36555	2330	12317	28658	94275	750	750
4 Fee Tike Cost	500	500	750	750	2000	2000	900	3000	750	750
5 Hydro-Allocation	0.92	0.98	0.80	0.75	0.86	0.94	0.95	0.457	1	1
6 Protection/Acquisition	35,420,000	2,561,326	10,321,740	17,056,463	4,561,612	14,531,806	14,593,739	26,844,180	29,225,295	10,525,350
7 Devel/Enhance/Start-up	7,084,000	512,266	1,376,232	2,274,195	229,081	729,592	1,621,527	894,806	3,896,706	1,403,380
8 Advance Planning/Design	7,084,000	512,266	2,064,348	3,411,293	912,322	2,906,367	2,918,748	5,368,836	5,845,059	2,105,070
9 TOTAL STARTUP COSTS	49,588,000	3,585,859	13,762,320	22,741,950	5,702,015	18,164,795	19,134,013	33,107,822	38,967,060	14,033,800
10										
11										
12 Operation & maintenance	1,416,800	102,453	275,246	454,839	45,616	145,318	324,305	179,961	779,341	280,676
13 Monitoring & Evaluation	43,921	3,176	8,533	14,100	1,414	4,505	10,053	5,548	24,160	8,701
14 TOTAL ANNUAL COSTS	1,460,721	105,629	283,779	468,939	47,030	149,823	334,359	184,509	803,501	289,377
15 TRUST FUND ANNUAL COSTS	36,519,020	2,640,729	7,094,476	11,723,475	1,175,755	3,745,581	8,358,969	4,612,729	20,087,519	7,234,424
16										
17 TOTAL ANNUAL + UPFRONT	88,106,020	6,226,588	20,856,796	34,465,425	6,877,770	21,910,376	27,492,982	37,720,547	59,054,579	21,268,224
18										
19										
20										
21 WDW	44,172,388	2,957,629	7,925,582	8,185,538	1,633,470	5,203,714	5,498,596	0	70,078,323	0
22 TRIBAL WASH SIDE	37,542,225	2,957,629	7,925,582	8,185,538	1,633,470	5,203,714	5,498,596	0	68,946,756	0
23 OOPW	0	0	1,981,396	8,185,538	1,633,470	5,203,714	0	35,834,520	52,838,638	0
24 TRIBAL ORE SIDE	0	0	1,981,396	8,185,538	1,633,470	5,203,714	0	1,886,027	10,708,176	0
25 USFWS	4,305,301	311,329	1,042,840	1,723,271	343,889	1,095,519	0	1,886,027	10,708,176	0
26 TOTAL OR & WA PACKAGE	86,019,914	6,226,588	20,856,796	34,465,425	6,877,770	21,910,376	5,498,596	37,720,547	59,054,579	21,268,224
27										
28 ASSUMES McNARY 60.20 FOR WASH OR SIDES										
29 ASSUMES OTHER LOWER COLUMBIA 50.50 WASH OR SIDES										
30 ASSUMES USFWS 9% OVER ALL (EXCLUDING ALBANI BECAUSE OUTSIDE WASH & ORE)										
31 ASSUMES TRIBES GET 47.5% OF LOWER COLUMBIA, AGREED UPON % FOR UPPER COLUMBIA, 20% FOR ALBANI FALLS AND NO TRIBAL FOR WILLAMETTE										

	A	B	C	D	E	F	G	H	I	J	K
1	Category	Grand Coulee	Chief Joseph	McNary	John Day	The Dalles	Bonnaville	Albert Falls	Williamette	Idaho-Dwornak	Dwornak
2	Acres	70000	4752	15639	27566	2411	7027	15517	17800	35425	12758
3	Hus Lost	11515	14076	23545	36555	2330	12317	28658	94275	750	750
4	Fee Trib Cost	500	500	750	750	2000	2000	900	3000	0.457	1
5	Hydro-Allocation	0.92	0.98	0.80	0.75	0.86	0.94	0.95	0.457	1	1
6											
7	Protection/Acquisition	35,420,000	2,581,328	10,321,740	17,058,483	4,581,812	14,531,838	14,593,738	20,844,180	29,225,285	10,525,350
8	Devel/Erhance/Start-up	7,084,000	512,266	1,376,232	2,274,195	228,081	726,592	1,821,527	894,806	3,898,706	1,403,380
9	Advances Planning/Design	7,084,000	512,266	2,064,348	3,411,293	912,322	2,906,367	2,918,748	5,368,936	5,845,059	2,105,070
10	TOTAL STARTUP COSTS	49,598,000	3,585,859	13,762,320	22,741,950	5,702,015	18,164,795	19,134,013	33,107,822	38,987,060	14,033,800
11											
12	Operation & maintenance	1,416,800	102,453	275,246	454,838	45,816	145,318	324,305	178,961	779,341	280,676
13	Mentioning & Evaluation	43,921	3,176	8,533	14,100	1,414	4,505	10,053	5,548	24,160	8,701
14	TOTAL ANNUAL COSTS	1,460,721	105,629	283,779	468,938	47,030	149,823	334,359	184,509	803,501	289,377
15	TRUST FUND ANNUAL COSTS	38,518,020	2,640,729	7,094,476	11,723,475	1,175,755	3,745,581	8,358,969	4,612,725	20,087,519	7,234,424
16											
17	TOTAL ANNUAL + UPFRONT	86,106,020	6,226,588	20,856,796	34,465,425	6,877,770	21,910,376	27,492,982	37,720,547	59,054,578	21,268,224
18											
19											
20											
21	WDW	44,172,388	2,957,629	7,925,582	8,185,538	1,633,470	5,203,714	0	0	70,078,323	
22	TRIBAL WASH SIDE	37,542,225	2,957,629	7,925,582	8,185,538	1,633,470	5,203,714	5,498,596	0	68,946,756	
23	COOPW	0	0	1,981,396	8,185,538	1,633,470	5,203,714	0	35,834,520	52,838,638	
24	TRIBAL ORE SIDE	0	0	1,981,396	8,185,538	1,633,470	5,203,714	0	0	17,004,119	
25	USPWS	4,305,301	311,329	1,042,840	1,723,271	343,889	1,095,519	0	1,886,027	10,709,176	
26	TOTAL ORE WA PACKAGE	86,019,914	6,226,588	20,856,796	34,465,425	6,877,770	21,910,376	5,498,596	37,720,547	219,576,013	
27											
28	ASSUMES MONARY 80/20 FOR WASH/OR SIDES										
29	ASSUMES OTHER LOWER COLUMBIA 50/50 WASH/OR SIDES										
30	ASSUMES USPWS 5% OVER ALL (EXCLUDING ALBANI BECAUSE OUTSIDE WASH & ORE)										
31	ASSUMES TRIBES GET 47.5% OF LOWER COLUMBIA, AGREED UPON % FOR UPPER COLUMBIA, 20% FOR ALBANI FALLS AND NO TRIBAL FOR WILLAMETTE										

A	B	C	D	E	F	G	H	I	J	K
1 Category	Grand Coulee	Chief Joseph	McNary	John Day	The Dalles	Bonneville	Albert Falls	Williamette	Idaho-Dwornik	Dwornik
2 Acres	70000	4752	15639	27586	2411	7027	15517	17800	35425	12758
3 Hills Lost	111515	14076	23545	36555	2330	12317	28658	94275		
4 Fee Title Cost	500	500	750	750	2000	2000	900	3000	750	750
5 Hydro-Allocation	0.92	0.98	0.80	0.75	0.86	0.94	0.95	0.457	1	1
6										
7 Protection/Acquisition	35,420,000	2,561,328	10,321,740	17,050,463	4,561,612	14,531,836	14,593,739	26,044,180	29,225,295	10,525,350
8 Devel/Enhance/Start-up	7,084,000	512,266	1,376,232	2,274,195	228,081	726,592	1,621,527	894,806	3,896,706	1,403,380
9 Advance Planning/Design	7,084,000	512,266	2,064,348	3,411,293	912,322	2,906,367	2,918,748	5,368,836	5,845,059	2,105,070
10 TOTAL STARTUP COSTS	49,588,000	3,585,859	13,762,320	22,741,950	5,702,015	18,164,795	19,134,013	33,107,922	38,967,080	14,033,800
11										
12 Operation & maintenance	1,416,800	102,453	275,246	454,839	45,616	145,318	324,305	178,961	779,341	280,676
13 Monitoring & Evaluation	43,921	3,176	8,533	14,100	1,414	4,505	10,053	5,548	24,160	8,701
14 TOTAL ANNUAL COSTS	1,460,721	105,629	283,779	468,939	47,030	149,823	334,359	184,509	803,501	289,377
15 TRUST FUND ANNUAL COSTS	36,519,020	2,640,729	7,094,476	11,723,475	1,175,755	3,745,581	8,358,969	4,612,729	20,097,519	7,234,424
16										
17 TOTAL ANNUAL + UPFRONT	86,106,020	6,226,588	20,856,796	34,465,425	6,877,770	21,910,376	27,492,982	37,720,547	59,054,579	21,268,224
18										
19										
20										
21 WDW	44,172,388	2,957,629	7,925,582	8,185,538	1,633,470	5,203,714	0	0	70,078,323	
22 TRIBAL WASH SIDE	37,542,225	2,957,629	7,925,582	8,185,538	1,633,470	5,203,714	5,498,566	0	68,946,756	
23 ODFW	0	0	1,981,396	8,185,538	1,633,470	5,203,714	0	35,834,520	52,839,639	
24 TRIBAL ORE SIDE	0	0	1,981,396	8,185,538	1,633,470	5,203,714	0	1,886,027	17,004,119	
25 USFWS	4,305,301	311,329	1,042,840	1,723,271	343,889	1,095,519	0	1,886,027	10,708,176	
26 TOTAL O&WA PACKAGE	86,019,914	6,226,588	20,856,796	34,465,425	6,877,770	21,910,376	5,498,566	37,720,547	57,601,3	
27										
28 ASSUMES MONARY 80.20 FOR WASH/ORE SIDES										
29 ASSUMES OTHER LOWER COLUMBIA 50.50 WASH/ORE SIDES										
30 ASSUMES USFWS 8% OVER ALL (EXCLUDING ALBANI BECAUSE OUTSIDE WASH & ORE)										
31 ASSUMES TRIBES GET 47.8% OF LOWER COLUMBIA, AGREED UPON % FOR UPPER COLUMBIA 20% FOR ALBANI FALLS AND NO TRIBAL FOR WILLAMETTE										

DRAFT

COLUMBIA RIVER ESTIMATED MITIGATION COST BY CATEGORY WITHIN WASHINGTON

11/25/86

COST CATEGORY	GRAND COULLEE	CHIEF JOSEPH	M McNARY	JOHN DAY	THE DALLES	BONNEVILLE	TOTAL
Advance Design/ Planning	7,084,000	517,440	1,651,485	1,705,605	456,280	1,453,320	12,868,130
Development/Enhance- ment and Start-up	7,084,000	517,440	1,100,990	1,137,070	114,070	363,330	10,316,900
Protection/Acquisition	35,420,000	2,587,200	8,257,425	8,528,025	2,281,400	7,266,600	64,340,650
TOTAL START-UP COSTS	49,588,000	3,622,080	11,009,900	11,370,700	2,851,750	9,083,250	87,525,680

Operation and Maintenance	1,416,800	103,488	220,198	227,414	22,814	72,666	2,063,380
Monitoring and Evaluation	43,921	3,208	6,827	7,050	707	2,253	63,966
TOTAL ANNUAL COSTS	1,460,721	106,696	227,025	234,464	23,521	74,919	2,127,346

PERPETUAL TRUST OPTION FOR ANNUAL COSTS	20,450,094	1,493,744	3,178,350	3,282,496	329,294	1,048,866	29,782,844
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OTHER COSTS							
Gold Eagle Protection	515,412						515,412

- Table reflects costs for acreage inundated within Washington State only.
- Table reflects only land habitat inundated, not river surface area flooded.
- Table reflects acre for acre replacement approach, not Habitat Units (H.U.s).
- Figures for Grand Coulee reflect interests of WDW, Colville Tribes and the Spokane Tribe -- (North half ceded question addressed).
- Figures for Chief Joseph reflect interests of WDW and Colville Tribes.
- Figures for McNary/John Day/The Dalles/Bonneville reflect interests of WDW, the Yakima Indian Nation, and USFWS.
- Figures reflect congressional repayment method of determining ratepayer (hydropower) share.
- ASSUMPTIONS ATTACHED

DRAFT**ASSUMPTIONS UTILIZED****Washington Columbia River Wildlife Mitigation Estimates****Fee Title Values Projected By Area**

- Grand Coulee/Chief Joseph: \$500 per acre + 10 percent inflation
- McNary/John Day: \$750 per acre + 10 percent inflation
- The Dalles/Bonneville: \$2,000 per acre + 10 percent inflation

Advance Design/Planning/Overhead

Calculated as 20 percent of fee title value

Development/Enhancement/Start-up

Assumed to be \$100 per acre + 10 percent inflation

Annual Operation and Maintenance (O&M)

Assumed to be \$20 per acre + 10 percent inflation

Annual Monitoring and Evaluation (M&E)

Assumed to be \$0.62 per acre + 10 percent inflation
(Based upon acre for acre agreement not involving Habitat Units)

Perpetual Trust Fund Size For O&M And M&E

It was assumed that a trust fund for annual costs must be a lump sum in the amount of 140 percent (factor of 14) to cover inflation.