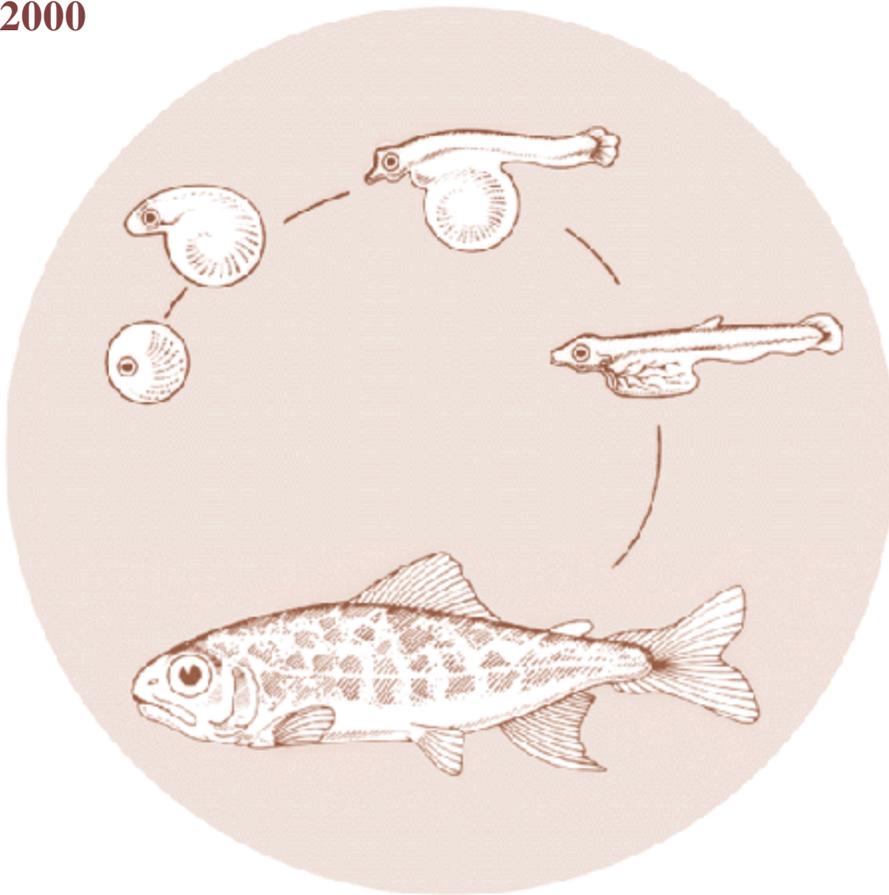


Nez Perce Tribal Hatchery Project

Annual Report 2000



This Document should be cited as follows:

Larson, Roy, Grant Walker, "Nez Perce Tribal Hatchery Project", Project No. 1983-35000, 75 electronic pages, (BPA Report DOE/BP-00004504-3)

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

This report was funded by the Bonneville Power Administration (BPA), U.S. Department of Energy, as part of BPA's program to protect, mitigate, and enhance fish and wildlife affected by the development and operation of hydroelectric facilities on the Columbia River and its tributaries. The views in this report are the author's and do not necessarily represent the views of BPA.

NEZ PERCE TRIBAL HATCHERY PROJECT

YEAR-2000 ANNUAL REPORT

COMBINED - PLANNING & DESIGN

And

OPERATIONS & MAINTENANCE

REPORTS

Prepared by:

Roy Edward Larson
&
Grant W. Walker

Nez Perce Tribe
Department of Fisheries Resources Management
P.O. Box 365
Lapwai, Idaho 83540

December 31, 2002

Prepared for:
U.S. Department of Energy
Bonneville Power Administration
Environment, Fish and Wildlife
P.O. Box 3621
Portland, Oregon 97208-3621

Project Number: 1983-350-00
BPA Contract Number: 97 AM 34023 (original)
BPA Contract Number: 333-00041 (new)
Task Order Number: 97 AT 39492

TABLE OF CONTENTS

	Page
Abstract	3
Introduction.....	5
Project Area Description (map)	8
Objective 1: Coordination	9
Objective 2: Facility Development.....	14
Objective 3: Hatchery Operations Development.....	18
Objective 4: Risk Management	23
Objective 5: Reports, Transfer Technology	25
NPTH Annual Expenditures Summary.....	26
NPTH Equipment Purchases Summary.....	27
Report Signature Page.....	28
Appendix A: Acronym List	29
Appendix B: Year-2000 Final Outplant Report, 4 tables.....	30
Appendix C: Memorandum of Agreement Nez Perce Tribal Hatchery Operations.....	34
Appendix D: Year-2000 Coho Trapping Report.....	56
Appendix E: U.S. Forest Service Special Use Permit (SUP)	58
Appendix F: NPPC Step-3 Authorization Letter	67
Figure 1: Project Area Description	8
Table 1: Summary Year-2000 Fish Outplant Schedule	10
Table 2: Coho Broodstock Collection and Spawning Record	21

ABSTRACT

Nez Perce Tribal Hatchery (NPTH) Year-2000 Combined Maintenance and Operations (O&M) and Planning and Design (P&D) contract is hereby completed based on this annual report patterned after the Statement of Work (SOW) for the project as contracted with Bonneville Power Administration.

Primary project activities focused on completion of the Northwest Power Planning Council Step-3 process that;

- 1) Accepted final design,
- 2) Authorized a capital construction amount of \$16,050,000, and
- 3) Authorized contractor selection, and
- 4) Provided construction site dedication, and
- 5) Implemented construction activities over an anticipated 2-year period of July 2000 through October 2002.

The following principle activities occurred in order to fulfill final development of the hatchery design and to commence construction.

- Coordination with Bonneville Power Administration (BPA) to fulfill this contract and to obtain other subcontracts necessary to complete the annual Statement of Work and initiate the 2-year hatchery construction process; and
- Coordination with the Northwest Power Planning Council (NPPC) for Step-3 authorizing construction and dedication of the central hatchery site; and
- Coordination with other government and fishery management agencies; i.e., Bureau of Indian Affairs (BIA), Columbia River Inter-Tribal Fish Commission (CRITFC), U.S. Army Corps of Engineers (USACOE), Idaho Department of Fish and Game (IDFG), National Marine Fisheries Service (NMFS), Oregon Department of Fish and Wildlife (ODFW), U.S. Fish and Wildlife Service (USFWS), U.S. Forest Service (USFS), and Washington Department of Fish and Wildlife (WDFW); and
- Coordination with private engineering, design, and construction companies; FishPro, Inc. Williams Brothers Construction, Sletten, Inc. and Clearwater Environmental for design documents and proposals to construct facilities; and
- Production of fish for future broodstock acquisition and personnel training at Dworshak National Fish Hatchery and Clearwater Anadromous Fish Hatchery by providing coho and spring chinook juvenile salmon; and
- Permit development for the central hatchery and its satellite sites through the Bureau of Indian Affairs, U.S. Army Corps of Engineers, the U.S. Forest Service, State and County entities and
- Develop and sign the Memorandum of Agreement between Bonneville Power Administration and the Nez Perce Tribe for future hatchery operations; and

- Continue hatchery staff operations training wherein future staff received “on-the-job” training experience at Dworshak and Clearwater hatcheries in the actual production of fish to be used in NPTH; and
- Develop the hatchery equipment lists for permanent and temporary facilities categorized as “operational” (\$541,000) and “removable” (\$1,812,000), to be purchased over a 3-year period of 2000-2003; and
- Risk management actions which include 1) monitoring USFS land use actions on streams where NPTH production will occur, 2) monitoring Cultural Resource preservation at construction sites during construction, and 3) coordination the NPTH Monitoring and Evaluation (M&E) activities for fish production, marking, transportation, and releases; and
- Consultant with NMFS on Section 7 and 10 terms and conditions for NPTH; June 2000 the opinion of “not likely to jeopardize” listed Snake River and Clearwater stocks was issued; and
- Developed “second draft” coho master plan (397 pp.) for Clearwater subbasin through consultant, S.P. Cramer and Associates; this document is not yet released to the public; and
- Initiate and monitor construction beginning in July 2000 with overall construction 27% complete at the end of the year with construction fund expenditure also 27%; and
- Appendices
 - Appendix A: Acronym List
 - Appendix B: Year-2000 Final Outplant Report for Spring and Fall Chinook, Steelhead, and Coho Salmon Juveniles and Adults.
 - Appendix C: Memorandum of Agreement between Bonneville Power Administration and Nez Perce Tribe for Nez Perce Tribal Hatchery.
 - Appendix D: U.S. Forest Service Special Use Permit for Nez Perce Tribal Hatchery Satellite Facilities.
 - Appendix E: May 22, 2000 Northwest Power Planning Council Step-3 Authorization letter to construct and operate Nez Perce Tribal Hatchery.
- Tasks not completed are;
 - 1) Multi-species fisheries management plan for Nez Perce Treaty Territory (not essential to NPTH implementation, and
 - 2) Annual Operations Plan (AOP) delayed until hatchery facility modifications are completed, and
 - 3) Fish culture training certifications not obtained since USFWS was not available to teach in the local area, and
 - 4) Multiple-year implementation plan due to changes in basin-wide management structure, ISRP at the NPPC, and
 - 5) Quarterly reports not done, BPA project manager accepting annual report in lieu of thereof.

NEZ PERCE TRIBAL HATCHERY PROJECT: 83-350
YEAR-2000 ANNUAL REPORT
COMBINED PLANNING & DESIGN and OPERATIONS & MAINTENANCE
1 JANUARY 2000 - 31 DECEMBER 2000

INTRODUCTION

This report consists of activities/events conducted in response to the Objectives and Tasks described in the Year-2000 contract Statement Of Work (SOW), which covers both Planning & Design (P&D), and Operations & Maintenance (O&M) activities of the Nez Perce Tribal Hatchery (NPTH). The NPTH SOW for Year-2000 did not contain sufficient detail to accurately represent all the activities required of the staff, especially with regard to the revising the final hatchery facility design. NPTH was designed again after soliciting bids in order to get the contractor costs down from \$19.4 million to \$16.0 million. Specific emphasis is placed on activities related directly to the NPTH construction.

It should be noted that staff were also required to work on activities associated with other artificial production projects to produce fish for NPTH. Over time, the project leader's role has evolved as other BPA contracts have been developed and assigned to the Production Division, Department of Fisheries Resource Management (DFRM), and Nez Perce Tribe (NPT). Thus, duties of the project leader role for the NPTH were shared between the Production Division Director, Production Division Coordinator and the Hatchery Coordinator.

The following sections, A. & B., are from the NPTH O&M SOW for Year-2000. Beginning with "Objective 1" this report follows the 1999 SOW and the format of the 1999 Annual Report. The SOW for Year-2000 is not sufficient to cover all activities for both the NPTH project and the project personnel; therefore, it summarizes those by reporting the defined goals and objectives.

AUTHORIZATION

The Northwest Power Planning Council (NPPC) in its letter accepting the NPTH Master Plan dated 5 June 1992, "authorized final design and additional work elements", and "authorized construction of facilities contingent on: (1) acceptable impacts in the NEPA Environmental Impact Statement analysis by the Bonneville Power Administration (BPA) and the Bureau of Indian Affairs (BIA), and (2) a finding of consistency by the National Marine Fisheries Service (NMFS) with respect to the recovery plan for Snake River chinook." These items were completed satisfactorily in 1997 with the issuance of the NEPA Record of Decision and a Biological Opinion by NMFS. The NPPC approved this project at the Step-2 level and authorized final design be implemented and completed to seek approval of Step-3 which would authorize construction of facilities.

On May 17, 2000 the NPPC approved the NPTH Final Design documents at their meeting in Helena, Montana, and a letter of approval authorizing construction was sent to the NPT & BPA on May 22, 2002.

At the request of the NPPC, the NPTH this budget will later be divided into Operation & Maintenance, Planning & Design, Construction, and Monitoring & Evaluation. This report addresses both P&D and O&M. Elements of construction are also addressed as part of the coordination between the NPT and BPA.

In the summer of 1999, the Independent Scientific Review Panel recommended against continuing this project. However, the NPPC decided to continue funding because the project had completed Step 2 of the NPPC approval process and 90% of the Step 3 requirements. Further the project provides an opportunity to research and develop Natures methodology in hatchery production for recovery of natural populations. NPTH focuses its recovery effort on habitat segments that are being funded by BPA at the direction of NPPC for both fall and spring chinook in the Clearwater subbasin. USFS has also made major contributions to habitat recovery in NPTH target streams, wherein this supplementation action could be successful.

Additional Response: The NPTH Core Team consisting of the following representatives;

- BPA (1),
- FishPro, Inc. (1), and
- Nez Perce Tribe (2).

These delegates attended a Nov. 10, 1999 meeting with NPPC staff in Port Orchard, WA and agreed to limit NPTH construction funding to \$16.0 million. From then, until NPPC approval of the final design on May 17, 2000; the Core Team worked to reduce the scope of construction costs from \$32.0 million to the \$16.0 million limit. Many elements of the project became temporary or portable and as such, funding for these elements were transferred from the BPA administered Construction budget to the NPT administered O&M budget. These elements included all portable equipment components of the Lukes Gulch and Cedar Flats satellite facilities except for site development construction, which remained in the Construction budget. This equipment budget totaled \$2,353,000 consisting of “removable” equipment totaling \$1,812,000 and “other” equipment totaling \$541,000. Because these funds could not be expended in one year, the purchases were spread out over three years; i.e., 2001 to 2003. The “other” equipment budget of \$541,000 consisted of hatchery operational equipment, egg, fish husbandry, laboratory, shop, grounds care, and office/break room equipment.

Approximately \$300,000 of the budget approved by CBFWA for the NPTH “Final Design and Construction” contract of \$1.8m was reassigned to BPA to pay the engineering design firm to oversee construction contracting. With the exception of this \$300,000; the Core Team was able to fit all the construction elements within the \$16.0 million approved for capital construction expenditures.

Concurrent with seeking NPPC approval for the Final Design, the NPTH Core Team went through a construction contractor approval process. Request for Proposals were obtained from three companies, Clearwater Environmental, Sletten Construction, and William Brothers Construction (partnered with Harcon, Inc.). The Core Team interviewed all three companies. William Brothers Construction/Harcon Incorporated (WBC/HI) was chosen because their bid

was the lowest although it exceeded the estimated engineering budget by 38% whereas the other two bids exceeded the engineering estimate by 69% and 80%. Since their bid was approximately \$5 million over the budget, a negotiation process was implemented to fit the budget to the \$16 million cap. The final \$16.0 million construction budget was partitioned as follows; \$13.8 million facility construction and the remaining \$2.2 million was budgeted for well development (\$160,000), land purchases (\$345,000), contingency (\$736,000), TERO fees (\$207,000), and construction management (\$734,000).

On June 29, 2000, FishPro staff received a Notice to Proceed from BPA and hence, notified WBC/Hi to proceed with construction. Harcon Incorporated subcontracted with WBC to construct the main hatchery facilities at Tribal Allotment 1705 (Site 1705) on the Clearwater River, approximately 22 miles east of Lewiston, Idaho. The WBC portion of the company was responsible for constructing the six satellite facilities. Construction began at Site 1705 with installation of cofferdams to build a river intake and fish ladder. WBC began construction of the satellite facilities starting with Newsome Creek and Yoosa/Camp Creek sites (Figure 1, Project Area Description).

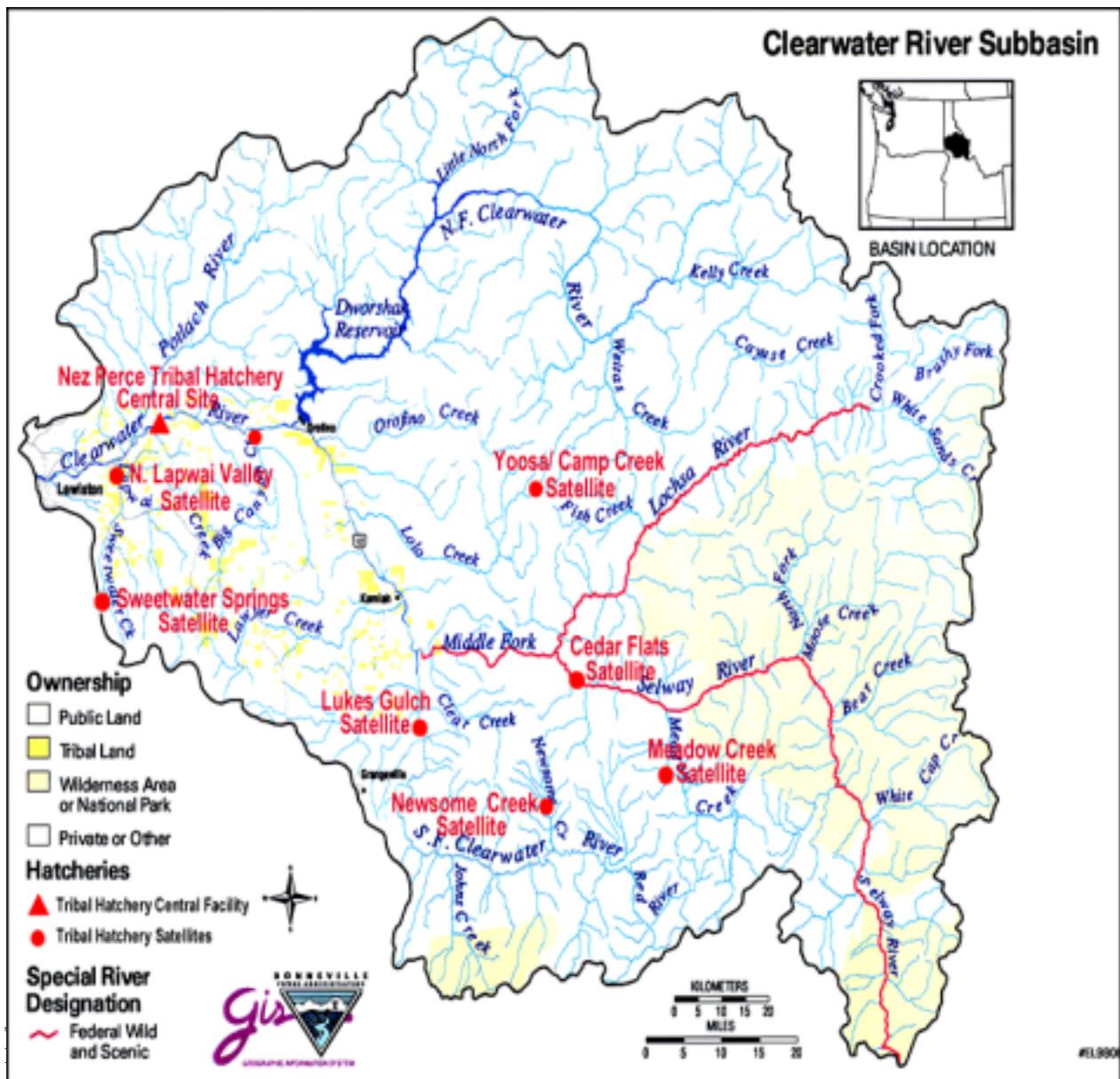
In Year-2000 construction progress at the Site 1705 was slowed due to difficulty setting the pilings for the cofferdams due to large cobbles in the riverbed. The other major delay was in procuring the prefabricated hatchery materials. This was because cost saving measures were being implemented during construction that required construction redesign modifications, which in turn caused factory fabrication delays.

At the end of the Year-2000, funds for the construction at Site 1705 were 21% expended. The Yoosa/Camp and Newsome Creek satellite facility funds were 58% and 59% expended, respectively. Overall the construction budget was only 27% expended with construction completed also equal to the 27%.

The amount of contingency funds deemed necessary became a contentious issue throughout the final approval process. The NPPC wanted to see 10% of the budget set aside for contingency; however, the NPTH Core Team felt that 5.7% would be adequate. Eventually, all parties approved the lesser amount. The Core Team managed contingency expenditures to match the construction rate throughout the construction period.

PROJECT AREA DESCRIPTION

This project is located in the Clearwater Subbasin of the Mountain Snake Province. The map shows the subbasin and the locations of the Nez Perce Tribal Hatchery; its central site and its associated satellites; a total of seven facilities. Six of the satellites will have fish rearing facilities that will be constructed. The seventh satellite site, Meadow Creek, Selway River tributary, has no facility and spring chinook parr are placed there each summer to utilize this roadless, pristine habitat as a comparison to supplementation in other systems that have been commercially developed. Unfortunately, this pristine habitat has also lost its populations of chinook. The overall project supplementation effort seeks to rebuild natural populations of spring and fall chinook by utilizing facilities carefully located in habitats known to historically support each species. Populations were primarily lost due to commercial development; e.g., logging, mining, dams, hydrosystem development, and transportation.



OBJECTIVE 1. COORDINATION

This activity is divided into three specific areas;

- 1) Interagency coordination with on-going fishery production issues,
- 2) Coordination in regards to Endangered Species Act issues, and
- 3) Coordination in regards to funding processes.

Task 1.1 Coordinate supplementation planning and with the following agencies: Bonneville Power Administration (BPA), Bureau of Indian Affairs (BIA), Columbia River Inter-Tribal Fish Commission (CRITFC), U.S. Army Corps of Engineers (USACOE), Idaho Department of Fish and Game (IDFG), National Marine Fisheries Service (NMFS), Northwest Power Planning Council (NPPC), Oregon Department of Fish and Wildlife (ODFW), U.S. Fish and Wildlife Service (USFWS), U.S. Forest Service (USFS), Washington Department of Fish and Wildlife (WDFW), and private entities through one or more of the following forums: technical work groups, hatchery production management meetings, NPPC hatchery review committees, intergovernmental agreements (NPT/IDFG, 1992 Memorandum Of Agreement), *U.S. v. OREGON* Production Advisory Committee (PAC) or Technical Advisory Committee (TAC), other technical and policy meetings, and progress reports .

Response: U.S. v. OREGON Production Advisory Committee (PAC) Coordination: The Production Advisory Committee (PAC) is the “hatchery production arm” of the Columbia River Fishery Management Plan (CRFMP). CRFMP consists of technical representatives from State, Federal, and Tribal governments who meet on a monthly basis to coordinate fishery production issues affecting the Columbia Basin. Issues on which the parties disagree (e.g. using hatchery fish for supplementation purposes) can end up being resolved in court. As a result of this agreement and the requirements of this contract with BPA, we have begun producing a summary of all fish production the NPT has coordinated or provides a leadership role in. See Appendix B of this document for the complete Year-2000 Outplant report; it is a summation of both juvenile and adult releases by time, location, mark, purpose, etc. Table 1 of this report summarizes production specifically related to NPTH program for future broodstock needs with the exception of steelhead which is shown as an informational courtesy.

- § Ed Larson and Dave Johnson participated in the *U.S. v. OREGON* fisheries management forum, which met monthly trying to determine an agreement for Columbia basin salmon runs at the expiration of the agreement in 1999. The new agreement is known as the **“Interim Management Agreement for Upriver Spring Chinook, Summer Chinook, and Sockeye”** which in part addresses fishes being produced by NPTH both prior to and after construction. In this document, a “Table 2” identifies surplus adult steelhead and chinook outplants wherein NPTH staff and equipment are used in coordination with other fishery managers to transport and release fish into Clearwater subbasin rivers and streams. This effort helps to provide both NPTH broodstock and supplement diminished natural populations at critical areas in the subbasin. The Interim Agreement’s, Table 3 specifies juvenile production and releases including the NPTH pre-construction releases for broodstock development at Lolo and Newsome Creek and other designated locations.
- § In November 2000, the Tribe, through the “Interim Agreement” requested and received 500,000 steelhead smolts for outplant in March 2001 and 850,000 eggs for a coho restoration program in the Clearwater Subbasin. A master plan is being prepared with the intent of including this production under NPTH.

Table 1. Summary of the Nez Perce Tribe’s Year-2000 fish outplant schedule. For details see Appendix B of this document for source and release sites and marking details.

Juvenile Summary	Life Stage	Numbers	Mark CWT	Mark PIT Tag	Mark Ad Clip
Spring/summer chinook salmon	Smolts/presmolts	428,810	242,560	19,303	242,560
Coho salmon	Smolts, parr, fry	1,353,223	174,022	6,798	55,433
Fall chinook salmon	Age-0 smolts	2,183,477	388,193	3,016	0
Fall chinook salmon	Age-1 smolts	397,339	397,339	17,390	397,339
Steelhead salmon	Smolts/presmolts	825, 858	0	600	0
Adult Summary					
	Life Stage	Numbers & Location	Numbers & Location	Numbers & Location	Numbers & Location
Coho salmon	Adult s @ L. Granite Dam	918 recognized	587 captured @ weirs	536 spawned @ DNFH	50 spawned Potlatch Cr.
Spring/summer chinook salmon	Adults	4,908 transported to streams	Appendix B	Appendix B	Appendix B
Fall chinook salmon	Adults/jacks	10,840 @ L. Granite Dam	3,689 adults	7,151 jacks L. Granite Dam	N/A
Steelhead salmon	Adults	1,452	N/A	N/A	N/A

BPA Coordination: Weekly meetings are conducted by the NPTH Core Team and are lead by BPA’s Contracting Officers Technical Representative (COTR), Ken Kirkman. Mr. Kirkman has participated in every aspect of the hatchery development. For example;

- \$ Every Monday at 1:00 pm a conference call was held between the NPTH Core Team members throughout the year 2000.
- \$ Beginning in July, construction coordination meetings were held every Wednesday morning from 10:30 am to 12:00 noon at Allotment 1705. See Merv Shonk, FishPro, Inc.(FPI), Port Orchard, WA for meeting minutes.
- \$ Year-2000 NPTH Operation & Maintenance (O&M) budget implementation was delayed due to the uncertainty of when the project construction approval would occur. Tribal project managers submitted a revised budget to BPA on April 21, 2000. The budget was approved in June for \$787,212 (new funds) and \$378, 424 in 1999 carry-over funds for a total of \$1,165,636.
- \$ The NPTH Planning and Design (P&D) budget was delayed for over one year due to questions about the need for additional planning and design. Because coho production is to be included in the NPTH program, managers finally agreed that additional P&D funds were necessary. The P&D approval came on January 23, 2001 for \$477,948. The initial request was for \$608,522; however, due to the delayed budget implementation, \$130,574 was deducted and held by BPA to cover costs for re-design by FishPro, Inc.
- \$ In June of 2000, attorneys for BPA and the NPT finalized a Memorandum of Agreement document (see Appendix B.) that lists the roles and responsibilities of BIA, NPT, and BPA in the operation of the hatchery facilities.

\$ In 1999, the NPTH Core Team asked BPA to purchase a portion of Allotment 1705 to build the central hatchery as opposed to the Cherrylane Ranch site. BPA agreed to reimburse the Nez Perce Tribe fair market value for that portion of Allotment 1705 where the central hatchery facility would be built; approximately 29.52 acres out of 92.58 acres in the Allotment. In return, the Tribe granted BPA a 25-year “no-cost lease” with a 25-year renewable option. Fair market value appraisal was prepared by BPA. The appraisal valued the acreage in the purchase as follows; 23.71 field acres valued at \$2,000 per acre, total \$47,420; and the river frontage area, 5.81 acres valued at \$40,000 per acre, a total of \$232,400. Total acreage = 29.52 acres. Total value = \$279,820.

Coho Management Plan: In March 2000, S.P. Cramer and Associates under contract completed the second draft of a “Coho Salmon Master Plan, Clearwater River (395 pages). Although well researched, written and organized for a phased approach to reintroduce this extinct specie, we did not submit this plan out of concern that it needed more work to qualify well as a Master Plan. The NPPC’s Independent Scientific Review Panel (ISRP) was not accepting other plans they reviewed due to stringent scientific reviews. Since we wanted to be certain that this plan would pass this review and our effort to reintroduce coho would not be wasted, we withheld this document until an acceptable format is identified that is acceptable to the NPPC/ISRP. We also knew we would need to have time for other management agencies to become familiar with coho restoration and to gain their input before finalizing the Master Plan.

IDFG Coordination: Two meetings cover most IDFG coordination production for NPTH; the annual outplant meetings held on February 10, 2000, and the Dworshak spring coordination meeting held on March 9, 2000. These meetings focus on current year production efforts for the Clearwater subbasin hatcheries. Proposed rearing, marking, and release schedules are coordinated and fish health concerns are discussed and their management arranged. In addition, anticipated adult steelhead and spring chinook returns are updated and finalized for broodstock and harvest management.

During this Year-2000, IDFG has incubated 696,000 spring chinook eggs/alevins at Clearwater Hatchery for the NPTH production of 625,000 smolts. These fish help to provide broodstock returns for when NPTH begins production. Broodstock short-falls in previous years often posed the question of whether NPTH should be built when it appeared that no broodstock was available? Since then, broodstock availability has improved to the point wherein thousands of adult chinook have been outplanted in several years (See Table 1 and Appendix B). Still there is a shortage of natural populations.

A meeting between the Hatchery Coordinator, Clearwater Hatchery Manager and IDFG’s Production Coordinator occurred on June 26, 2000 at the Red River Acclimation Facility to discuss the disposition on spring chinook broodstock and spawning responsibilities. IDFG will continue to provide broodstock from either Red River or Crooked River to fulfill the NPTH needs of approx. 750,000 eggs.

The Dworshak fall coordination meeting held on November 28, 2000 reviewed events of the spring and summer field seasons. Activities included chinook weir and redd counts, actual fish released in the spring and difficulties encountered. Tentative predictions were made for steelhead returns and potential fisheries management implications - including broodstock needs discussed. The outplant records by the Nez Perce Tribe provide a good overview of these activities; See Appendix B for final details of all production.

NPPC & Independent Scientific Review Panel (ISRP) Coordination: A meeting NPPC and several members of the ISRP occurred in Lapwai on March 7, 2000. Jay Hesse presented a revised M&E action plan that addressed ISRP concerns about NPTH production. The ISRP subsequently approved the M&E action plan.

On October 16, 2000; a meeting was held with NPPC staff to discuss the implementation of the Year-2001 NPTH/O&M budget. Because the two early fall chinook facilities were designed as temporary in nature, the NPTH Core Team moved those costs to O&M and the rationale for this decision was explained to NPPC staff.

See section above on “Authorization”, “Additional Response” for a summary of NPPC coordination.

US Forest Service Coordination: The primary coordination issues concerned the preparation of a Special Use Permit (SUP) for the three satellite facilities located on Forest Service land. The SUP was approved in June 2000. See response to Task 1.4 below.

BPA and the NPT hosted a Open House on February 22, 2000 at Fenn Ranger Station to solicit public comment on Cedar Flats and Meadow Creek satellite facilities. Most comments were favorable; however, several nearby residents expressed their dissatisfaction over Wild & Scenic regulations unrelated to our program. Later, the Meadow Creek satellite would be dropped from NPTH construction profile due to the capital construction budget constraints, although this action will hamper acclimation and monitoring or releases.

US Fish & Wildlife Service Coordination: USFWS staff also participates in the outplanting and semi-annual Dworshak coordination meetings mentioned above.

An MOA between the USFWS and the NPT for coho rearing at DNFH was revised and approved for Year-2000.

In a letter from Bill Miller, USFWS, Dworshak Hatchery Manager, the NPT received space to rear for 300,000 spring chinook parr to be raised at Dworshak Hatchery; these fish provide broodstock for future NPTH production program.

On May 3, 2000, the Hatchery Coordinator and the Assistant Hatchery Manager met with Bill Miller, DNFH Manager, to discuss interagency production plans for the year.

A Coho Production Planning and Coordination Meeting occurred on August 17th at Dworshak Hatchery to discuss production plans, data collection, clove oil as an anesthetic for fish, office space for the NPTH Asst. Hatchery Manager, and status of MOA between USFWS and NPT.

Task 1.2 Participate in consultation with NMFS to address Section-7 terms and conditions for NPTH and to acquire Section 10 permits as necessary. Participate on production coordination committees required by NMFS to meet the Recovery Plan for salmon and address the listing of Snake River steelhead. Complete a genetic benefit/risk assessment as required by NMFS to address supplementation of fall chinook.

Response: June 2000, the NMFS issued a BiOp on NPTH operations to BPA and BIA. In their opinion NPTH is “not likely to jeopardize” listed Snake River and Clearwater River stocks.

They also listed three conservation recommendations that will be implemented including the temporary rearing equipment for the early fall chinook sites, lowering the priority of the early fall chinook actions, and full implementation of the M&E plan.

Task 1.3 Participate as necessary in the CBFWA Five Year Implementation Plan Steering Committee, NPPC Fish and Wildlife Program amendment process, and other budget processes.

Response: No action on this item in Year-2000. With implementation of the Provincial Review process by NPPC, the CBFWA steering process appears to no longer be a lead process for annual project review, prioritization, and funding.

Task 1.4 Attain necessary approvals, Step-3 of the NPPC three-step process from the Northwest Power Planning Council.

Response: Frequent coordination and interaction occurred with the NPPC staff during Year-2000. These interactions can be grouped into four principle categories: 1) coordination and information, 2) submittal of the Final Design, 3) Fiscal Year-2000 proposal response, and 4) revision of the Final Design. The responses for these items are found above and in the facility development section below.

Task 1.5 Coordinate with the USFS to complete National Environmental Policy Act (NEPA) analysis that meets the needs of the special use permits for satellite facilities on USFS lands.

Response: The USFS issued a Special Use Permit (SUP) to BPA to begin construction of NPTH facilities at Yoosa/Camp, Newsome Creek., and Cedar Flats sits on June 30, 2000 as per direction of Phil Jahn, USFS, Grangeville.

OBJECTIVE 2. FACILITY DEVELOPMENT

Task 2.1 Complete the Final Design process for two NPTH central incubation and rearing facilities and six satellite facilities.

Sub-task 2.1.1 Assist BPA with directing the Final Design of NPTH Central Incubation and Rearing Facilities and its associated satellite facilities.

Response:

January

- \$ 6th – NPTH Core Team met at the Red Lion to review final design plans.
- \$ 18th, 24th, 31st – NPTH Core Team held conference calls to review progress on the final design.

February

- \$ 1st and 2nd – NPTH staff attended a meeting a FishPro, Inc., in Port Orchard to evaluate the operational feasibility and constructability of NPTH final design.
- \$ 7th & 28th – NPTH Core Team held conference calls to review progress on the final design.
- \$ 11th – FishPro, Inc., sent out Statement of Qualification requests to the three prospective construction firms, Clearwater Construction,
- \$ 22nd – An open house was held at the USFS Fenn Ranger Station to solicit public comment on NPTH satellite facilities at Meadow Creek and Cedar Flats.
- \$ A well pump test was conducted on production wells numbers' 2, 3 and 4 to estimate the water yield in gallons per minute. Consultant, Dale Ralston conducted these tests, analyzed the data, and prepared a report summarizing pumping effects.

March

- \$ 6th & 13th – NPTH Core Team held conference calls to review progress on the final design.
- \$ 7th – NPTH M&E biologists presented a revised M&E plan to the members of the ISRP in Lapwai.
- \$ 16th & 17th – NPTH Core Team conducted a series of conference calls to discuss the well water supply at Allotment 1705 and rating of construction firms based on their Statements of Qualifications.
- \$ 20th & 21st – NPTH Core Team met in Port Orchard to put together final design documents.
- \$ 23rd – Core Team Meeting, Comfort Inn, Lewiston, core team members met with attorneys from BPA and the NPT to review a draft of the MOA for the operation on the hatchery.
- \$ 24th – NPTH managers gave an update to NPTEC on the progress of NPTH Final Design.
- \$ 31st – NPTH Core Team submitted the Final Design to NPPC.

April

- \$ 10^m – Meeting, Red Lion, Lewiston, 2nd review of draft MOA.
- \$ 21st – NPPC staff member, Mark Fritsch, completed a recommendation for a decision memo from him to the NPPC Fish-Four chairman in support of Step-3 approval which authorized NPTH construction.
- \$ 24th – Meeting, BPA, Portland, 3rd review of draft MOA.
- \$ 26th – BPA completed and submitted a supplemental analysis to the USFS to address Wild & Scenic issues for Cedar Flats facility and the weir at Meadow Creek/Selway (dropped from program shortly thereafter).

May

- \$ 4th – NPTH managers met with NPT program managers to discuss TERO’s role in NPTH construction and the NPT’s responsibilities during construction.
- \$ 10th, 11th, & 12th – Contractor Selection Process, FishPro Offices, Port Orchard. The NPTH Core Team ranked the three proposals as submitted by Sletten, Clearwater Environmental and Williams Bros. Construction. On May 11, 2000 representatives from all three companies were interviewed. On May 12, 2000 the core team selected WBC as the winning contractor.
- \$ 17th – NPPC met in Helena, MT to authorize Step-3 for NPTH which authorizes construction and operations. (see letter of approval, Appendix E)
- \$ 18th – Meeting, USFS, NPT, & BPA, Grangeville, ID, to discuss NEPA, the SUP and construction schedule for NPTH.
- \$ 31st – Meeting, Port Orchard, WA, NPTH Core Team met with WBC for construction planning and fitting costs in \$13.8m budget.

June

- \$ 15th – Core Team meeting at Helm Restaurant, Lewiston, ID, with John Williams, WBC to finalize construction cost reductions to comply with \$13.8 million budget. In order to do this the following actions were taken; 1) Meadow Creek weir deleted, 2) Sweetwater Springs satellite reduced to \$400k down from \$3.2m, 3) landscaping and road paving at Allotment 1705 deleted, 4) adult holding and spawning work area roof deleted, 5) office-administration building deleted. Hence, extensive hatchery design modifications were required to provide personnel office space.
- \$ 19th – Coordination Meeting, Orofino, ID, Core Team and USFS. Last coordination meeting prior to construction to go over changes to construction plans, status of USFWS BiOP, discussion of Newsome Creek mining claim, finalize supplement to NPTH-EIS, section 7 determination of Wild and Scenic Act for Cedar Flats, and finalization of the Special Use Permit (see Appendix E.)
- \$ 21st – GROUND BREAKING ceremony at Allotment 1705.
- \$ 27th & 28th – NPTH Construction Partnering Meeting, Lapwai, ID, WBC/Harcon, Inc. Core Team, which included TERO.
- \$ 30th – Notice to Proceed with construction contract sent from BPA to FPI.

July

- \$ Beginning in July Construction Coordination/Progress Meetings began occurring every Wednesday, 10:30 am to 12:00 noon at Site 1705. See Merv Shonk, FPI, Port Orchard, WA for meeting minutes.
- \$ Major construction items included partial installation of the surface water intakes at 1705, Yoosa Creek, Camp Creek, and Newsome Creek.
- \$ 5th – Construction Coordination Meeting, conference call.
- \$ 14th – Construction Coordination Meeting, Port Orchard, WA.
- \$ 27th – Construction Management meeting, Lapwai, ID to discuss practicality of purchasing all equipment for construction through the tribe to avoid paying Idaho sales tax. John Williams was unsure of the legality of this action and the core team could not make any guarantees so it was agreed that sales tax would be paid.

August

- Major construction items in August included continuing installation of the surface water intakes at 1705, Yoosa Creek, Camp Creek, and Newsome Creek.
- 30th – Core Team members from BPA and the NPT visited the Newsome Creek site to see if low flows were hampering adult chinook fish passage. Extreme low flows were

indeed delaying or possibly blocking passage and a system of sandbags and timbers were installed to promote better adult upstream passage.

September

- \$ 13th – A Partnership Meeting was held at Lapwai City Hall between the core team and construction officials. A construction coordination meeting was held also held following this meeting.
- \$ 15th – A letter was sent from Sam Penney, NPTEC Chairman to Judi Johansson, Director of BPA, committing the NPT to finding the funding for resident housing at Site 1705, the central hatchery.
- \$ 20th & 21st – Core team members visited the Yoosa/Camp and Newsome Creek construction sites.

October

- \$ 4th – Following the weekly construction coordination meeting the Core Team met to discuss the prioritization of additional work products to be funded by the contingency funds as the project progresses.
- \$ 10th – Construction expenditures reached \$2.4m.
- \$ 16th – Meeting with Mike Fields, NPPC, Boise, ID. The core team and the NPT Fisheries Manager met with NPPC staffers to explain the 2001 O&M budget and in particular, the removable equipment costs.
- \$ 19th – Met with USFS at Newsome Creek concerning construction progress and the fish passage issue at the water supply diversion weir. IDFG objected to current design. FPI will redesign to allow water withdrawal and passage at about 5 cfs vs the 10 cfs expected.
- \$ Members of the WBC construction crews from Newsome Creek and Yoosa/Camp moved to North Lapwai Valley to begin construction of that facility in late October and early November.

November

- \$ 6th – The Lewiston Morning Tribune carried a story “The Tribe’s almost ready to crank out the salmon” concerning construction at Allotment 1705 and a general overview of production plans.

December

- \$ In early December The Nez Perce County Road Commission shut down construction at Allotment 1705 by imposing a 30,000 load limit on Hubbard Gulch Road. The County used road damage caused by construction traffic to justify the closure. WBC/Hi sent them a letter on December 23, 2000 requesting limited passage on the road in exchange for repair of the road. The contractor claimed that the road should not have been seal-coated without strengthening the subsurface. Eventually BPA had to promise to set aside \$120,000 for repairs after construction traffic ceased in exchange for the County allowing construction site access.

Sub-task 2.1.2. Complete leading the NATURES Design Team for Final Design of NPTH Central Incubation and Satellite Facilities.

Response: This sub-task was completed in 1998. No further activities occurred in Year-2000. NPTH final design and construction followed all recommendations possible.

Sub-task 2.1.3 Provide coordination between BPA, NPT and Cherrylane landowners with regard to water rights negotiations and other related development activities associated with leasing or acquisition.

Response: The Cherrylane site was abandoned when the water supply at 1705 was determined to be sufficient to meet production of 1.4 million fall chinook and 625,0000 spring chinook fingerlings. The other essential element was that Tribal landowners agreed to sell a majority-share of the land to the NPT government for lease to BPA and hatchery operations.

Task 2.2 Finalize the USFS permitting process necessary to develop satellite facilities and weirs on National Forest lands in ensuing years at the following sites;

- \$ Lolo/Yoosa site in Lolo Creek, and
- \$ Newsome Creek and Mill Creek, South Fork Clearwater River, and
- \$ Cedar Flats, lower Selway River.

Response: Response to this task is presented in Task 1.5. The USFS special-use permit issue was completed in June 2000.

Task 2.3: Coordinate with BPA and the Engineering Design firm to finalize design and costs for all facilities, develop and implement construction contracts and schedules, and implement a construction process for 1999 through 2003.

Response: Response to this task is presented in Task 1.4, 1.5 and 2.1.

OBJECTIVE 3. HATCHERY OPERATIONS DEVELOPMENT

This objective addresses introductory, intermediary and advanced fish culture and fish health skills development for NPT personnel to provide certification as well as on-job-training. This objective also includes components of NPTH broodstock and equipment acquisition prior to facility completion.

Task 3.1: Finalize a written hatchery annual operations guideline in conjunction with construction of the Central Incubation and Rearing Facilities (CIRF) and satellites.

Response: An Annual Operation Plan (AOP) will be written at a later date (submitted with the Year-2003 operations budget) after facilities are constructed and no further changes to production occur. It is anticipated that this plan will be developed as construction approaches completion.

Task 3.2: Continue the "experienced-based" training program at other regional hatcheries for NPTH staff.

Response: NPTH future staff is receiving "on-the-job" training as demonstrated in the fish production summary in Table 1. Tribal staffs work as "laymen" fish culturists at Dworshak National Fish Hatchery (DNFH), Kooskia National Fish Hatchery, and Clearwater Anadromous Fish Hatchery rearing coho and chinook salmon. At times more than twenty personnel were being trained in this manner along with high school and college interns. Three to four full-time employees served "on-station" at each facility during 2000. Alternating shifts of two-employees per shift provided seven-day-per-week coverage. DFRM staff provided supervision with some additional guidance from Dworshak hatchery staff. Tribal employees gained hundreds of hours of fish culture training "from egg-to-smolt" in preparation for operation of NPTH.

Rearing of coho salmon provides an excellent opportunity for training because a single group of fish could be assigned specifically to the Tribe's care, and could be followed throughout their entire rearing cycle including adult returns within a 3-year period. Using a 5-year life-cycle species (i.e. steelhead or spring chinook) for training purposes would require segregation of a program lot in order to allow for consistent care by Tribal trainees and would be more difficult and inconsistent with USFWS protocols. The NPTH contract provided only manpower costs associated with on-the-ground training for fish culture. Food, supplies, materials and transportation costs for the coho was provided by a budget secured from NMFS Mitchell Act funding, not by NPTH funding.

Duties performed by DFRM staff at DNFH included the following (from the Memorandum of Agreement with the U.S. Fish and Wildlife Service):

- \$ The Tribe will be responsible for all phases of fish culture for Tribal fish held at the Service's facilities. This includes cleaning, feeding, sampling, treating, hauling and releasing.
- \$ The Tribe will be responsible for taking care of fish culture equipment in Tribal work areas, including equipment storage and general clean up.

- \$ The Tribe will be responsible for making arrangements for feed orders, chemical supplies for treatment, delivery and storage.
- \$ The Tribe will keep all records and report forms on Tribal fish in the format and manner used at DNFH and provide copies of each to the Service.
- \$ The Tribe will be responsible for cleaning and disinfecting hatchery rearing containers including egg-trays, nursery-tanks, and outside rearing-ponds after tribal use.
- \$ The Tribe will be responsible for coordinating any fish marking with the Service.
- \$ The Tribe will be responsible for acquiring all applicable and relevant fish and egg transportation permits between states and for all applicable and relevant permits associated with releases under the Endangered Species Act.
- \$ The Tribe will be responsible for coordinating Tribal fish health needs and for periodic fish health examination by the Dworshak Hatchery Fish Health Center.

Although the Fall Chinook Acclimation Project (FCAP) operates under a separate contract, its employee-training program integrates personnel and equipment with the NPTH program due to the seasonal nature of each. In this manner, it provides an opportunity to reduce costs and share equipment and personnel; as such it is mentioned here. In that light, DFRM staff persons that will eventually be employed under the NPTH are hired seasonally by the FCAP program to tend fish and be trained in this manner. Two FCAP acclimation satellites, Pittsburg Landing and Big Canyon, are portable facilities requiring similar set-up plans for the NPTH Lukes Gulch and Cedar Flats satellites. Thus, the staff receive experience specific to the species and seasonal facility operations that requires working out the many difficulties associated with portable equipment and operations at remote sites, in addition to feeding and caring for the fish.

Sub-task 3.2.1: Provide personnel and materials to rear and release juvenile and adult salmon at existing state and federal hatcheries until NPTH can be constructed; e.g., Clearwater, Dworshak, and Kooskia hatcheries.

Response: See Task 3.2 above. In addition, DFRM were involved in a large production effort in Year-2000. A summary of fish reared and released is presented in Table 1 and Appendix B. DFRM coordinated and directed the releases accomplished through this contract. Production efforts funded under NPTH were conducted at Dworshak and Kooskia National Fish Hatchery and Clearwater Fish Hatchery. In addition, costs are shared by BIA, Mitchell Act, and Pacific Coastal Salmon Recovery Fund monies.

Willard National Fish provided 477,481 coho smolts that were imported under the CRFMP agreements and funded through BIA-638 contract. Their release occurred in the Potlatch River and Lapwai Creek on the lower Clearwater River as direct releases in mid-March.

DNFH and KNFH in a cooperative agreement with the NPT reared approximately 281,000 Brood Year-1998 (BY'98) coho salmon to smolt size and transported them to Kooskia Hatchery for acclimation and released in early May 2000. Later in the year, coho adults were captured and spawned at DNFH to provide the eggs for the smolt production of 280,000 for release in Year-2002.

A salmon recovery public awareness project with the Potlatch Corporation Pulp and Paper Workers Union incubated and released approximate 22,000 coho fry in a program involving

workers and local school students at Quartz and Mission Creeks on the Clearwater River. In this program the workers provide all materials, supplies, and transportation costs.

Clearwater Hatchery: Under a cooperative State/Tribal MOA, at a nominal cost of approximately \$5,000, salmon are produced at this hatchery for NPTH future program. This program also does on-job-training of Tribal staff. The Year-2000 production at Clearwater Hatchery incubated and reared upwards of 480,000 coho parr for mid-summer releases into streams as a supplementation strategy to restore coho populations in the Clearwater subbasin. The intent is to provide more than one supplementation method with prolonged natural conditioning to rehabilitate natural spawning populations. Spring chinook production for NPTH also occurs at this hatchery until the NPTH facilities are constructed. In Year-2000; smolts (312,121) and 103,000 parr were reared and released to provide future broodstock.. Adult returns from these fish will occur in Years-2002 through 2004. These management actions help work toward solving the old management question: “where will the NPTH spring chinook broodstock come from?”

Adult steelhead outplants also became a part of the program when area hatcheries had surplus numbers; 1,452 adult steelhead were outplanted to area tributaries in a cooperative program with the USFWS and IDFG. This exercise fulfills the U.S. v. OREGON and CRFMP agreements between the Tribes, State, and Federal fishery managers. It is also a part of the annual coordination occurring between the NPT and regional managers found in Objective 1, Coordination.

Year-2000 supplementation effort outplanted 149,300 coho parr by helicopter from CAFH into Meadow Creek, Selway River, in early July. Vehicle transport distributed 148,578 parr to Meadow Creek, S.F. Clearwater River.

Coho Restoration Response: Year-2000 coho returns counted at Lower Granite Dam were 883 adults and 35 jacks; totaling 918 spawners. Of those 589 were captured a weirs and held at the Dworshak Hatchery until spawned. The weirs were located on Potlatch River, Lapwai Creek, and Clear Creek (see Table 2 below and Appendix D). Adults spawned were 178 females, Appendix D. The Year-2000 adult coho returns provided 450,000 green eggs and 400,500 eyed-eggs. In addition 350,000 eggs were imported from Eagle Creek National Fish Hatchery to provide 30,000 for the Potlatch Paper Workers Union fry outplant program with the remainder of 320,000 eggs going to Clearwater Hatchery. The egg needs for the smolt production at DNFH was provided entirely by broodstock collected in the Clearwater River Basin. In addition 80,000 eggs were transferred to Clearwater Hatchery after eye-up and fish health checks. Clearwater returning adults provided 56% of the eyed-egg need for the year. This is a significant achievement toward recreating a Clearwater coho broodstock..

Table 2. Coho records for broodstock collection and spawning for years 1999 & 2000.

YEAR	ADULT FEMALES	FEMALES SPAWNED	TOTAL EGGS	ADULT MALES	JACKS	CAPTURE TOTALS
1999	107	88	209,650	103	6	216
2000	233	178	400,500	256	98	489

The Nez Perce Tribe has worked with the NMFS, USFWS, and IDFG to develop a short-term strategy for coho releases, and this report is consistent with that strategy. In addition, the coho production program was described in NMFS= Snake River Basin Hatchery Biological Opinion.

Sub-Task 3.2.2: Define skill/training levels for hatchery production staff through a written training program.

Response: While a written training program would be useful and could serve to help with staff certification, we do not presently have the educational institution certification to do so. Instead, experience-based training under professional NPT, IDFG, and USFWS staff is utilized to develop employee fish culture skills. We are working with local and distant colleges to eventually develop a certification program; i.e., Northwest Indian College, Lewis & Clark State College, University of Idaho.

Sub-Task 3.2.3: Initiate a training certification process through the USFWS programs; e.g., Coldwater Fish Culture, Pacific Salmon Culture, Introduction to Fish Health, Water Quality Monitoring.

Response: This task was not completed in Year-2000.

Task 3.3: Promote broodstock acquisition activities to provide broodstock availability at project start-up for each salmon species: i.e.,

Sub-Task 3.3.1: Work within U.S. v. OREGON PAC to coordinate broodstock acquisition.

Response: IDFG provided both the spring chinook broodstock and the rearing space for NPTH smolt production.

Sub-Task 3.3.2: When broodstock sources are available prior to NPTH construction, Sweetwater Springs Hatchery will be operated on a temporary basis to incubate eggs and produce parr for outplant to streams identified in the Supplement to the Master Plan. Broodstock sources are limited which necessitates taking advantage of any opportunity to acquire them.

Response: The Sweetwater Springs facility was dismantled in June and July of 2000 to allow engineers to place a compacting layer of fill (surcharge) over the site for a period of 6 to 10 months. However due to funding restraints, a revised scope of construction excluded permanent buildings and the surcharge plans were dropped. No permanent structures will be built and

tanks will be removable so that if, in 4 or 5 years funds become available, the site can be reconfigured to include a hatchery building for egg incubation and indoor, fry-rearing tanks.

Task 3.4: Obtain and operate equipment necessary to support fisheries production operations to procure future broodstock opportunities.

Response: Year-2000, the Hatchery Coordinator compiled a list of equipment necessary to operate the hatchery based on an equipment summary for Clearwater Hatchery. Two types of equipment were identified, “operational” equipment such as nets, forklifts, mowers, lab gear, office equipment, etc. and “removable” equipment for the two temporary fall chinook acclimation facilities, Lukes Gulch and Cedar Flats. The removable equipment list included portable tanks, supply pumps, piping, exercise pumps, incubators and a portion of the fry-rearing tanks for the central hatchery. The “removable” equipment list total was \$1,812,000 and the “operational” list totaled \$541,000; however, the funds were budgeted over a 3-year period.

OBJECTIVE 4. RISK MANAGEMENT

This objective includes areas that involve 1) habitat protection, 2) cultural resource protection, and 3) revision and implementation of the monitoring & evaluation plan.

Task 4.1: Monitor, review, and comment on USFS and other agency activities in streams and watersheds where NPTH supplementation has been planned; take appropriate actions to protect watersheds crucial to this project.

Response: The DFRM Watershed Division fulfilled this role. See Ira Jones, NPT-DFRM, Lapwai, ID, for specific actions taken to protect relevant habitat.

Task 4.2: Coordinate cultural resource protection prior to and during construction of hatchery and satellite facilities with NPT Cultural Resources Department and BPA.

Response: A contract was developed with NPT Cultural Resources Department to provide cultural resource monitoring of the final design process and included monitoring during construction. NPT Cultural Resource department will have a staff member present during all initial excavations to look for artifacts. Several meetings have been held with the USFS to ensure that appropriate action and protection is in place at each satellite site. This action provides a coordination process between BPA, NPT, and the Forests.

Task 4.3: Coordinate with and provide information to the monitoring and evaluation program for NPTH on production, timing, transportation, rearing and release of species evaluated.

Response: The Monitoring and Evaluation annual report will detail activities for that program.

The M&E staff has also taken a very active role in the outplant activities themselves. They collect instream samples (density and species composition) prior to releasing fish, and provide extra manpower for helicopter or truck transport operations as needed.

Task 4.4: Provide a multi-species fisheries management plan encompassing the Nez Perce Treaty Territory and relating NPTH production in the Clearwater subbasin.

Response: The Tribe's DFRM staff has not yet developed this task.

Sub-Task 4.4.1: Prepare a completed long-term management plan all species with a detailed plan for one species; i.e., coho salmon through S.P. Cramer and Associates.

Response: S.P. Cramer and Associates developed a draft "Coho Salmon Master Plan" document for coho restoration through Tribal management. That document has not been released by the NPT for public review.

Sub-Task 4.4.2: Prepare improved format for Multiple-Year-Implementation Plan and the Independent Scientific Review Panel (ISRP) review through consultant Philip R. Mundy.

Response: This task no longer is relative to this contract and current NPPC Fish and Wildlife planning in the Columbia basin and therefore will not be written.

OBJECTIVE 5. REPORTS: Transfer of Technology

Task 5.1: Prepare and provide report summarizing all tasks outlined in Objectives 1 through 4 above.

a.) Prepare three quarterly progress reports. Reports shall be submitted 15 days after the end of each quarter. The three quarters will be March 31, July 31, and September 30. The fourth NPTH quarterly report will only be prepared if an annual report is not requested by the project BPA COTR.

b.) Prepare an annual report. The annual report will be submitted by February 28th and will include, but not be limited to:

1. Abstract.
2. Introduction.
3. Description of project area.
4. Methods and materials.
5. Results and discussion of results obtained from year's work.
6. Summary and conclusions.
7. Summary of expenditures, including a list of major property purchased during the fiscal year.
8. Supplemental volume or appendices that contain detailed summaries of all data collected.

Response: The final report format may be modified as needed to reflect the information collected and results generated over the course of the previous year. The Nez Perce Tribal Hatchery project leader and the BPA COTR would determine this. Presently, the BPA COTR, Ken Kirkman has requested that only an annual report be provided to fulfill Objective 5.

NPTH ANNUAL EXPENDITURE SUMMARY, YEAR-2000

LINE ITEM CATEGORY	ENDING BALANCE	BEGINNING BALANCE	PY BALANCE	LINE ITEM TOTAL
SALARY & WAGES	3,580,250.72	1,329,143.42	1,712,174.24	538,933.06
FRINGE BENEFITS	495,748.12	166,674.02	232,576.83	96,497.27
CONSULTANTS	1,057,993.70	472,710.34	528,669.60	56,613.76
COMPUTER SERVICES	61,030.38	28,583.19	28,583.19	3,864.00
TRAINING	92,895.78	41,614.25	42,840.07	8,441.46
TRAVEL	203,239.91	97,109.91	98,175.58	7,954.42
VEHICLES/GSA	486,514.73	175,738.31	237,034.62	73,741.80
SUPPLIES	591,819.77	252,995.78	291,947.07	46,876.92
MATERIALS	160,707.74	74,912.15	80,163.87	5,631.72
RENT	0	0	0	0.00
REPAIR/MAINTENANCE	126,140.39	57,019.57	62,732.75	6,388.07
TELEPHONE	74,833.24	28,952.69	36,630.81	9,249.74
EQUIPMENT	2,115,664.42	1,057,832.21	1,057,832.21	0.00
EQUIPMENT LEASE	5,486.84	2,589.35	2,743.42	154.07
INDIRECT EXPENSE	1,350,591.00	531,242.00	646,157.34	167,823.00
			5,368.66	
TOTAL ANNUAL EXPENSES				\$ 1,022,169.29

NPTH EQUIPMENT PURCHASES SUMMARY									
Description	Manufacturer	Model	Serial # or VIN	Vehicle Registration	Date Acquired	Number Units	Estimated Unit Cost	Estimated Orig. Cost	Condition/comments
Incubator Stack	Mansource				Oct. 1997	20	\$600	\$12,000	stack
Window Fans	Lakewood				1994 to 1997	4	\$20	\$80	Good - 2ftx2ftx6"
Sump Pump, 3/4 hp	Goulds	WE0712H	E9534672		Oct. 1997	1	\$650	\$650	Poor
Formalin Pump	Little Giant	977459	AC8309119		Oct. 1997	1	\$150	\$150	Good
10" Table Saw	Master Mechanic	MM8035	1236		Feb. 1997	1	\$180	\$180	Good
Brush Wacker	Sears - Craftsman	316.795010	705040726		Sept. 1997	1	\$80	\$80	Good
Brush Wacker	Sears - Craftsman	316.795010	704004481		Sept. 1997	1	\$80	\$80	Good
Campstove-2 Burner	Coleman	5435B700			1991	1	\$30	\$30	Good
DC2 Meter	Point Four Systems	Oygard			Jan. 1994	1	\$700	\$700	Good - Model number and
Truck Canopy	Light Rider		19247		1994	1	\$300	\$300	Poor
Truck Canopy	Sleeptop				1994	1	\$300	\$300	Poor
Snowmobile	Polaris - Star	EC25PS	83-01192		pre-1990	1	\$1,500	\$1,500	Poor
20' Extension Ladder	Werner	D1120-2	109844CIS		Sept. 1997	1	\$60	\$60	Excellent
12" PVC Pipe - Sched. 80	Yellowmine				Mar. 1994	200	\$15	\$3,046	Good - 10 20ft sections
8" PVC Pipe - Sched. 80	Yellowmine				Mar. 1994	300	\$5	\$1,398	Good - 15 20ft sections
Pipe Fittings	Yellowmine				Mar. 1994	1	\$1,000	\$1,000	Good, Orig. Cost Est'd
12" Gate Valve					Mar. 1994	1	\$600	\$600	Good - Heavy duty
PVC Pipe - Sched. 40					Mar. 1994	1000	\$0	\$300	Good
16' Portable Pools	K-D				Mar. 1994	4	\$1,200	\$4,800	Good
Boxes	Dutches Welding				Mar. 1994	9	\$300	\$2,700	Excellent
Tanks	Metallite				Feb. 1998	5	\$12,000	\$60,000	Excellent, Orig. Cost Est'd
Tanks	Inc.				Feb. 1998	10	\$1,000	\$10,000	Excellent
Microwave Oven	Sharp	R-209AK	95794		1994	1	\$50	\$50	Good
Water Cooler (drinking)	Culligan	TBM-AH-V	970514704		1995	1	\$60	\$60	Good
Refrigerator - small	Avanti	440YW	IE75520810		1994	1	\$80	\$80	Good
First Aid Kit - Large	Afasso	K17			1997	1	\$200	\$200	Good - 4 shelves
Water Chiller	Frigid Unit	Minnow Cooler	L96397660		1997	1	\$1,500	\$1,500	New
Water Chiller	Frigid Unit	BHL-1089-3	B93-38-7141		Oct. 1993	1	\$1,650	\$1,650	Good
Water Chiller	Frigid Unit	BHL-1089-3	B93-38-7186		Oct. 1993	1	\$1,650	\$1,650	Good
Water Chiller	Frigid Unit	BHL-1089-3	B93-38-7146		Oct. 1993	1	\$1,650	\$1,650	Good
Water Chiller	Frigid Unit	BHL-1089-3	B93-38-7126		Oct. 1993	1	\$1,650	\$1,650	Good
Water Chiller	Frigid Unit	BHL-1089-3	B93-38-7145		Oct. 1993	1	\$1,650	\$1,650	Good
20' Single Axle Van			4V0231XEJ031	2559-LNWB	Mar. 1998	1	\$2,000	\$2,000	Good, Orig. Cost Est'd
Loader	Case	580	JAB0153830		Mar. 1998	1	\$45,000	\$45,000	Excellent
20' Van Trailer		FPFX-F1-28	06107	282UHB	Mar. 1998	1	\$3,200	\$3,200	Good - Manufactured in 1984
40' Van Trailer	Fruehoff	FB8-F2-42	MAS457211	283UHB	Mar. 1998	1	\$4,500	\$4,500	Fair - Manufactured in 1974
Trailer		ARPS-28	084437	280UHB	Mar. 1998	1	\$3,200	\$3,200	Good,
Trailer	Fruehof	TL	031237	279UHB	Mar. 1998	1	\$3,200	\$3,200	Good - Manufactured in 1984
40' Refrigerated Trailer		7811TZ-1P48	005720	WA 2570 LN	Mar. 1998	1	\$8,000	\$8,000	Good,
Heavy 5th Wh. Truck	Kenworth	T800B	VIN	N4316T	Mar. 1998	1	\$124,000	\$124,000	Excellent - K/W #1, Fifth
Heavy Flatbed Truck	Kenworth	T800B		YE9526	Apr. 1998	1	\$126,542	\$126,542	Excellent - K/W. #2, 20 ft
Heavy Flatbed Truck	Kenworth	T800B	VIN		Apr. 1998	1	\$161,000	\$161,000	Excellent - K/W. #3, 20 ft
Low Boy Trailer	Eager Beaver	35GSLBR	050468		May 1999	1	\$35,000	\$35,000	Excellent
Flatbed Trailer	Fruehof		32X726101	278UHB	Apr. 1998	1	\$7,500	\$7,500	Good
1 ton Flat Bed Truck	Dodge	Quad Cab 3500	3B6MF36W2W		Apr. 1998	1	\$32,222	\$32,222	Excellent
1 ton Flat Bed Truck	Dodge	Quad Cab 3500			Apr. 1998	1	\$32,222	\$32,222	Excellent
Trailer	Titon	TL	41GF24205V10	281UHB	Apr. 1998	1	\$8,200	\$8,200	Excellent
TOTAL								\$705,880	

REPORT SIGNATURE PAGE: NPTH Year-2000 ANNUAL REPORT

Respectfully Submitted by:

Roy Edward Larson, Director
Production Division, DFRM, NPT.



Grant W. Walker
NPTH Hatchery Coordinator, DFRM, NPT.

Approved by Nez Perce Tribe: NPTEC Administrative Action: February 11th, 2003, Item 10.

APPENDIX A: Acronym List

1. AOP	Annual Operation Plan
2. BIA	Bureau of Indian Affairs
3. BPA	Bonneville Power Administration
4. BRA	Benefit: Risk Assessment
5. CAFH	Clearwater Anadromous Fish Hatchery
6. CRFMP	Columbia River Fish Management Plan
7. CRITFC	Columbia River Inter-Tribal Fish Commission
8. COE	Corps of Engineers
9. COTR	Contracting Officers Technical Representative
10. CTUIR	Confederated Tribes of the Umatilla Indian Reservation
11. CTWSR	Confederated Tribes of the Warm Springs Reservation,
12. DFRM	Department of Fisheries Resource Management
13. DNFH	Dworshak National Fish Hatchery
14. EPA	Environmental Protection Agency
15. FPI	FishPro, Inc.
16. IDEQ	Idaho Department of Environmental Quality
17. IDFG	Idaho Department of Fish and Game
18. KNFH	Kooskia National Fish Hatchery
19. MOA	Memorandum of Agreement
20. M&E	Monitoring and Evaluation
21. NEPA	National Environmental Policy Act
22. NMFS	National Marine Fisheries Service
23. NPTEC	Nez Perce Tribal Executive Committee
24. NPTH	Nez Perce Tribal Hatchery
25. NPT	Nez Perce Tribe
26. NPPC	Northwest Power Planning Council
27. O&M	Operations and Maintenance
28. ODFW	Oregon Department of Fish and Wildlife
29. P&D	Planning and Design
30. USFWS	U.S. Fish and Wildlife Service
31. USFS	U.S. Forest Service
32. PAC	<u>U.S. v. OREGON</u> Production Advisory Committee
33. TAC	<u>U.S. v. OREGON</u> Technical Advisory Committee
34. WBC	Williams Brothers Construction
35. WBC/HI	Williams Brothers Construction/Harcon Incorporated
36. WDFW	Washington Department of Fish and Wildlife
37. YIN	Yakama Indian Nation
38. ISRP	Independent Scientific Review Panel, appointed by NPPC

APPENDIX B: Year-2000 Final Outplant Report for Spring and Fall Chinook, Steelhead, and Coho Salmon Juveniles and Adults.

Spring/Summer Chinook: Year-2000 Final Outplant Report - Nez Perce Tribe											
Rearing Location	Species	Brood Year	Release Date	Life Stage Released	# Fish Released	# CWT	# PIT	# AdClip	Release Location	Release Subbasin	Comments
McCall	SuChk	98	27-Mar-00	Smolt	78,950	78,950	8,052	78,950	Johnson Cr. Wapiti Ranch	7	CWT = 61-17-01, All VIE Rt. Red; Released over 3/27 - 3/29
Lookingglass	SpChk	98	1-Apr-00	Smolt	35,130	35,130	8,000	35,130	Lostine R. Acclimation facility	Grande Ronde	1st Captivebrood release; Released over 4/1 - 4/15
				SubTotal	114,080	114,080	16,052	114,080			
Clearwater	SpChk	00	26-Jun-00	Jack	125				Newsome Cr.	S.Fk Clearwater	Returns to Crooked R./Red R. facility; IDFG release per NPT request
Clearwater	SpChk	00	23-Aug-00	Adult/Jack	111				Newsome Cr.	S.Fk Clearwater	Rt. Operde punch; Returns to Crooked R./Red R. facility; IDFG release per NPT request; includes 13 jacks
Clearwater	SpChk	00	23-Aug-00	Adult	100				White Sands Cr.	Lochsa	Rt. Operde punch; Returns to Powell facility; IDFG release per NPT request
				SubTotal	336	0	0	0			
Dworshak	SpChk	00	19-Jul-00	Adult/Jack	504				McGruder	Selway	Rt. Operde punch; includes 28 jacks
Dworshak	SpChk	00	26-Jul-00	Adult/Jack	431				McGruder	Selway	Rt. Operde punch; includes 35 jacks
Dworshak	SpChk	00	9-Aug-00	Adult/Jack	531				Lolo Cr.	Clearwater	Rt. Operde punch; includes 24 jacks
Dworshak	SpChk	00	7-Sep-00	Adult/Jack	153				Gedney Cr.	Selway	Rt. Operde punch; includes 16 jacks
Dworshak	SpChk	00	7-Sep-00	Adult/Jack	249				Meadow Cr.	Selway	Rt. Operde punch; includes 30 jacks
				SubTotal	1,868	0	0	0			
McCall	SuChk	00		Adult	1,711				Downstream of the weir	S.Fk. Salmon	641 returned, reoutplanted?/Marks?; Dates? IDFG release w/ NPT coordination
McCall	SuChk	00		Adult	200				East Fork South Fork Salmon	S.Fk. Salmon	Marks, Dates?; IDFG release w/NPT cooperation
				SubTotal	1,911	0	0	0			
Rapid River	SpChk	00	1-Aug-00	Adult	264				Newsome Cr.	S.Fk Clearwater	Rt. Operde punch
Rapid River	SpChk	00	25-Aug-00	Adult	150				Meadow Cr.	Selway	Rt. Operde punch
Rapid River	SpChk	00	8-Sep-00	Adult	100				Gedney Cr.	Selway	Rt. Operde punch
Rapid River	SpChk	00	8-Sep-00	Adult	229				O'Hara Cr.	Selway	Rt. Operde punch
Rapid River	SpChk	00	8-Sep-00	Adult	50				Mill Cr.	S.Fk Clearwater	Rt. Operde punch
				SubTotal	793						
Clearwater	SpChk	99	fall	Presmolt	80,000		600		Crooked R.	SF Clearwater R.	ISS-LV dip, CAFH program; eggs from Lookingglass share
Clearwater	SpChk	99	fall	Presmolt	106,250		600				
				SubTotal	186,250	0	1,200	0			
McCall	SuChk	99	28-Sep-00	Presmolt	128,480	128,480	2,051	128,480	From weir, downstream to 1.7 mi. upstream of Goat Cr.	S.Fk. Salmon	Released over 9/28 - 9/29
Juvenile Totals					Smolt/Presmolt	428,810					
Adult Totals					Adult/Jacks	4,908					
Mark/Clip Totals						242,560	19,303	242,560			

APPENDIX B: Year-2000 Final Outplant Report for Spring and Fall Chinook, Steelhead, and Coho Salmon as either Juveniles and Adults.

Coho Salmon: Year-2000 Final Outplant Report - Nez Perce Tribe											
Update 12/7 Edited by rel on 01/10/03 for use in NPTH 2000 Annual Report											
Rearing Location	Species	Brood Year	Release Date	Life Stage Released	# Fish Released	# CWT	# PIT	# AdClip	Release Location	Release Subbasin	Comments
Willard	Coho	98	15-Mar-00	Smolt	27,122	27,122		27,122	Lapwai Cr.	Clearwater	CWT = 61-26-09
Willard	Coho	98	15-Mar-00	Smolt	29,665	29,665			Lapwai Cr.	Clearwater	CWT = 61-26-08
Willard	Coho	98	15-Mar-00	Smolt	210,315		1,500		Lapwai Cr.	Clearwater	PIT only
Willard	Coho	98	17-Mar-00	Smolt	28,311	28,311		28,311	Potlatch R.	Clearwater	CWT = 61-26-10
Willard	Coho	98	17-Mar-00	Smolt	29,488	29,488			Potlatch R.	Clearwater	CWT = 61-26-11
Willard	Coho	98	17-Mar-00	Smolt	209,367		1,498		Potlatch R.	Clearwater	PIT only
				SubTotal	534,268	114,586	2,998	55,433			
Jaype Mill	Coho	99	1-May-00	Fry	3,000				Quartz Cr. (Jaype Mill)	Clearwater	No Marks - Potlatch P&P; Unknown release date in April
Potlatch	Coho	99	1-Jun-00	Fry	15,000				Mission Cr.	Clearwater	No Marks - Potlatch P&P; Unknown release date in April
				SubTotal	18,000	0	0	0			
Dworshak	Coho	98	10-May-00	Smolt	59,436	59,436			Clear Cr.	M. Fk. Clearwater	CWT = 61-26-12
Dworshak	Coho	98	10-May-00	Smolt	218,314		803		Clear Cr.	M. Fk. Clearwater	PIT only
				SubTotal	277,750	59,436	803	0			
Clearwater	Coho	99	6-Jul-00	Parr	124,470		1,554		Eldorado Cr.	Clearwater	PIT only
Clearwater	Coho	99	7-Jul-00	Parr	148,578				Meadow Cr.	S. Fk. Clearwater	Split production from original proposed 265,000 to Meadow Cr. Selway
Clearwater	Coho	99	12-Jul-00	Parr	149,300		1,443	0	Meadow Cr.	Selway	PIT only; Release from 7/12 - 7/13
				SubTotal	422,348	0	2,997	0			
Dworshak	Coho	99	10-Jul-00	Parr	100,857				Mill Cr.	S. Fk. Clearwater	Unanticipated surplus due to higher than expected egg count and survival rate
Juvenile Totals					1,353,223						
Mark/clip Totals						174,022	6,798	55,433			

APPENDIX B: Year-2000 Final Outplant Report for Spring and Fall Chinook, Steelhead, and Coho Salmon as either Juveniles and Adults.

Fall Chinook: Year-2000 Final Outplant Report - Nez Perce Tribe											
Update 12/7/00											
Rearing Location	Species	Brood Year	Release Date	Life Stage Released	# Fish Released	# CWT	# PIT	# AdClip	Release Location	Release Subbasin	Comments
Lyons Ferry	FaChk	98	11-Apr-00	1+ Smolt	134,709	134,709	7,477	134,709	Pittsburg Landing	Snake	CWT = 63-12-12; Rt. Gr. VIE; Release from 4/11 - 4/13
Lyons Ferry	FaChk	98	12-Apr-00	1+ Smolt	131,324	131,324	2,489	131,324	Captain John's Rapid	Snake	CWT = 63-10-13; Lt. Bl. VIE
Lyons Ferry	FaChk	98	11-Apr-00	1+ Smolt	131,306	131,306	7,424	131,306	Big Canyon Cr.	Clearwater	CWT = 63-10-12; Lt. Gr. VIE; Release from 4/11 - 4/13
				SubTotal	397,339	397,339	17,390	397,339			
Lyons Ferry	FaChk	99	24-May-00	0+ Smolt	400,156		1,001		Pittsburg Landing	Snake	Release from 5/24 - 5/26
Lyons Ferry	FaChk	99	31-May-00	0+ Smolt	491,033	193,476	1,001		Captain John's Rapid	Snake	CWT = 63-01-68
Lyons Ferry	FaChk	99	15-Jun-00	0+ Smolt	401,814	194,717			Captain John's Rapid	Snake	CWT = 63-01-69; Release from 6/15 - 6/23
Lyons Ferry	FaChk	99	30-May-00	0+ Smolt	497,790		1,014		Big Canyon Cr.	Clearwater	Release from 5/30 - 6/1
Lyons Ferry	FaChk	99	20-Jun-00	0+ Smolt	392,684				Big Canyon Cr.	Clearwater	Release from 6/20 - 6/26
				SubTotal	2,183,477	388,193	3,016	0			
Lyons Ferry	FaChk	99	23-Jun-00	0+ Smolt	24,000		8,998		Big Canyon Cr.	Clearwater	Size and time of release study fish (4 weekly releases) Released from 6/23 - 7/13
Smolt Release Total					2,183,477	388,193	3,016	0			
Age-1 Smolt Release Total					397,339	397,339	17,390	397,339			
Combinted Age-1 & Age-0 Smolt Released Totals					2,604,816	785,532	29,404	397,339			

APPENDIX B: Year-2000 Final Outplant Report for Spring and Fall Chinook, Steelhead, and Coho Salmon as either Juveniles and Adults.

Steelhead: Year-2000 Final Outplant Report - Nez Perce Tribe											
Rearing Location	Species	Brood Year	Release Date	Life Stage Released	# Fish Released	# CWT	# PIT	# AdClip	Release Location	Release Subbasin	Comments
Clearwater	Sld	99	4-May-00	Smolt	139,662				Red R.	SF Clearwater	IDFG release per Fall Fishery Agreement
Clearwater	Sld	99	4-May-00	Smolt	100,331				Crooked R.	SF Clearwater	IDFG release per Fall Fishery Agreement
				SubTotal	239,993						
Magic Valley	Sld	99	2-May-00	Smolt	19,556				Mill Cr.	SF Clearwater	IDFG release per Fall Fishery Agreement
Magic Valley	Sld	99	2-May-00	Smolt	19,557				Meadow Cr.	SF Clearwater	IDFG release per Fall Fishery Agreement
Magic Valley	Sld	99	3-May-00	Smolt	100,078	0	300	0	Newsome Cr.	SF Clearwater	IDFG release per Fall Fishery Agreement
Magic Valley	Sld	99	5 thru 9-May-2000	Smolt	96,187	0	300	0	American R.	SF Clearwater	IDFG release per Fall Fishery Agreement
Magic Valley	Sld	99	10-May-00	Smolt	30,480				Red R.	SF Clearwater	IDFG release per Fall Fishery Agreement
				SubTotal	265,858	0	600	0			
Dworshak	Sld	99	March thru April Release	Smolt	100,000	100000			Dworshak Hatchery	Clearwater	USFWS release per Fall Fishery Agreement-Natural Broodstock Development-Blank CWT
				SubTotal	100,000	100000	0	0			
Oxbow	Sld	00	1-Mar-00	Adult	233				Little Salmon R.	Salmon	IDFG release per NPT request; Released from March - April
Irrigon	Sld	00	1-Mar-00	Adult	139				Big Sheep Cr.	Immaha	Released from 3/24 - 5/4/00
Dworshak	Sld	00	22-Mar-00	Adult	108				Mill Cr.	SF Clearwater	
Dworshak	Sld	00	5-Apr-00	Adult	95				Meadow Cr.	SF Clearwater	
Dworshak	Sld	00	20-Apr-00	Adult	62				Lolo Cr.	Clearwater	
Dworshak	Sld	00	2-May-00	Adult	20				Lolo Cr.	Clearwater	
				SubTotal	285						
Kooskia	Sld	00	15-Mar-00	Adult	105				Mill Cr.	SF Clearwater	
Kooskia	Sld	00	6-Apr-00	Adult	145				Meadow Cr.	SF Clearwater	Released from 4/6 - 4/7
Kooskia	Sld	00	19-Apr-00	Adult	17				Lolo Cr.	Clearwater	
				SubTotal	267						
Irrigon	Sld	99	19-Apr-00	Smolt	100,007				Big Sheep	Immaha	Apr. 19 thru Apr. 21
Irrigon	Sld	99	1-Jul-00	Presmolt	120,000				Big Sheep	Immaha	Released some time in July
				SubTotal	220,007			100,007			
Oxbow	Sld	01	2-Nov-00	Adult	300				Little Salmon R.	Salmon	IDFG release per NPT request
Oxbow	Sld	01	8-Nov-00	Adult	300				Little Salmon R.	Salmon	IDFG release per NPT request
Oxbow	Sld	01	16-Nov-00	Adult	300				Little Salmon R.	Salmon	IDFG release per NPT request
				SubTotal	900						
Juvenile Release Totals					825,858						
Adult Release Totals					1,452						
Combined Juvenile & Adult Release Totals					827,310	0	600	0			

APPENDIX C: Memorandum of Agreement Nez Perce Tribal Hatchery

MEMORANDUM OF AGREEMENT

between the

**DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION**

and the

NEZ PERCE TRIBE

for the

NEZ PERCE TRIBAL HATCHERY

Contents

Recitals	3
A. Introduction	4
1. Purpose	4
2. Definitions	4
B. Real Property.....	7
1. Conveyance.....	7
2. Lease of Tribal Lands.....	8
3. Forest Service Lands.....	10
4. Water.....	11
C. Construction.....	11
D. Project Operations	12
1. Operation and Maintenance.....	12
2. Annual Operating Plan.....	13
3. Funding	16
4. Monitoring and Evaluation Reporting	19
5. Hatchery Review Team.....	20
6. Inspection, Reviews, and Evaluations.....	20
E. General.....	21
1. Resolution of Disputes.....	21
2. Equipment.....	21
3. Endangered Species Act.....	22
4. Employment.....	23
5. Insurance and Indemnification.....	23
6. Term.....	26

7.	Notices	27
8.	Sovereign Immunity and Taxation.....	27
9.	Assignment.....	28
Exhibit 1	Sweetwater Springs real property description	
Exhibit 2	Allotment 1705 real property description	
Exhibit 3	Luke’s Gulch real property description	
Exhibit 4	North Lapwai Creek real property description	
Exhibit 5	Cedar Flats real property description	
Exhibit 6	Newsome Creek real property description	
Exhibit 7	Yoosa/Camp Creek real property description	
Exhibit 8	Meadow Creek real property description	
Exhibit 9	Wilson Property real property description	
Exhibit 10	Template Employment Plan	
Exhibit 11	Nez Perce Tribal Executive Committee Resolution No. 00-__	
Exhibit 12	Nez Perce Tribe's Employment Rights Ordinance	
Exhibit 13	Monitoring and Evaluation Plan	
Exhibit 14	Template Lease Agreement for Tribal Allotments	
Exhibit 15	Template Lease Agreement for Fee-Owned Lands	

This HATCHERY LEASE, OPERATION AND MAINTENANCE AGREEMENT (Agreement), executed May __, 2000, is between the Bonneville Power Administration (BPA) and the Nez Perce Tribe (Tribe), a federally recognized Tribe.

RECITALS

WHEREAS the Administrator of BPA has authority pursuant to section 4(h)(10)(A) of the Pacific Northwest Electric Power Planning and Conservation Act (Northwest Power Act) to use the BPA fund to protect, mitigate, and enhance fish and wildlife to the extent affected by the development and operation of any federal hydroelectric project of the Columbia River and its tributaries in a manner consistent with the purposes of this Act, the Columbia River Basin Fish and Wildlife Program developed by the Pacific Northwest Power Planning and Conservation Council (Council), and other environmental laws;

WHEREAS BPA has the authority pursuant to the Northwest Power Act, the Federal Columbia River Transmission System Act, or the Bonneville Project Act to assist in the acquisition and transfer of real property to the Tribe;

WHEREAS the Administrator of BPA has determined that construction and operation of the Nez Perce Hatchery is cost-effective and consistent with the Act and the Council's Fish and Wildlife Program, and will produce anadromous fish to supplement the runs impacted by the Federal Columbia River Power System;

WHEREAS under the Northwest Power Act BPA has the responsibility to ensure that the Hatchery is properly operated and maintained;

WHEREAS the Tribe is a federally recognized Tribe with governmental authority over the Nez Perce Reservation and treaty hunting, fishing, gathering, and grazing reserved rights in a larger area encompassing parts of the States of Washington, Oregon, and Idaho, described in the 1855 Treaty with the Nez Perce, 12 Stat. 957. The Tribe is organized under a Constitution approved by the Commissioner of Indian Affairs. Under its Constitution and consistent with its inherent sovereignty, the Tribe has the power and responsibility to provide for the health, maintenance, and enhancement of Treaty reserved resources. The Tribe has the authority to enter into this Agreement pursuant to Article VIII of the Nez Perce Constitution;

WHEREAS the Tribe is responsible for regulating the harvest of fish and wildlife pursuant to the Nez Perce Tribal Code;

WHEREAS BPA intends to enter into an agreement for construction of hatchery facilities on and in the vicinity of the Nez Perce Reservation;

WHEREAS the BPA and the Tribe intend to enter into an agreement for the lease, operation and maintenance of the Hatchery by which BPA will provide funds, the Tribe will provide land, and the Tribe will operate and maintain the hatchery;

NOW, THEREFORE, the parties agree as follows:

A. Introduction

1. Purpose

The purpose of this agreement is to assure continuous, cost-effective and prudent construction, operation, and maintenance of a fish hatchery and associated facilities located on and near the Nez Perce Reservation in order to satisfy BPA's fish and wildlife responsibilities pursuant to section 4(h)(10)(A) of the Northwest Power Act and other legislation, including the production of anadromous fish, which production shall be for the benefit of the Pacific Northwest region.

2. Definitions

- a. Allotment 1705 means the approximately 29.52 acre portion of the real property (excluding 5.81 acres of railroad and highway right-of-way) described in exhibit 2 to be used for hatchery purposes.
- b. Annual Operating Plan (AOP) means the hatchery operating plan for a calendar year coordinated by the parties and approved by BPA as provided in this agreement.
- c. Annual Performance Period means a calendar year for which an Annual Operating Plan is in place.
- d. Annual Production Goal means the numbers of fish by species that can be produced in a given year, based on available broodstock.
- e. Bonneville Power Administration (BPA) means the federal power marketing agency created by the Bonneville Project Act and its the agents, successors, assigns, and contractors.
- f. Bureau of Indian Affairs (BIA) means a federal agency within the Department of Interior whose responsibility includes the permitting of Trust property for the benefit of the Nez Perce Tribe and individual Tribal members.
- g. Cedar Flats means the United States Forest Service real property described in exhibit 5.
- h. Contracting Officer (CO) means a person delegated authority by BPA to enter into, administer, or terminate contracts on behalf of BPA pursuant to the Bonneville Purchasing Instructions (BPI).
- i. Contracting Officer's Technical Representative (COTR) means a person within BPA who has been delegated specific responsibilities by the CO for technical matters.
- j. Core Team means the team comprised of BPA, the Tribe, and FishPro Incorporated responsible for hatchery design and construction and existing until the establishment of the Hatchery Review Team.
- k. Council, or NPPC, means the Pacific Northwest Electric Power and Conservation Planning Council created by § 4 of the Northwest Power Act, P.L. No. 96-501.
- l. Hatchery Review Team (HRT) means the committee created pursuant to section D.5 of this Agreement.
- m. Luke's Gulch (Allotment 1595) means the real property described in exhibit 3.
- n. Meadow Creek means the United States Forest Service real property described in exhibit 8.

- o. Newsome Creek means the United States Forest Service real property described in exhibit 6.
- p. Nez Perce Reservation means the Nez Perce Reservation established by the Treaty of June 11, 1863, 14 Stat. 647.
- q. Nez Perce Tribal Hatchery, hatchery, or NPTH, means fish hatchery facilities constructed and operated on and in the vicinity of the Nez Perce Reservation to satisfy BPA's responsibilities to protect, mitigate and enhance fish and wildlife to the extent affected by the development and operation of any federal hydroelectric project on the Columbia River and its tributaries pursuant to § 4 of the Northwest Power Act, and the other purposes of the Act. The Hatchery includes (1) the real property described in Exhibits 1 to 9; (2) the facilities, improvements, and real or personal property constructed and operated on the real property described in exhibits 1 to 9; (3) wells and water described in the Annual Operating Plan as necessary or appropriate for operation of the facilities on the aforesaid real property, together with facilities necessary or appropriate to deliver this water to the facilities on the real property described in exhibits 1 to 9; and (4) ingress and egress on the lands described in exhibits 1 to 9, as are necessary or appropriate to operate the Hatchery.
- r. North Lapwai Valley (Allotment 606) means the property described in exhibit 4.
- s. Operate and Operation mean activities such as operation, maintenance, and repair of Hatchery facilities and other activities related to the culture of fish.
- t. Party means either of the two parties to this Agreement: BPA or the Tribe.
- u. Prudent fish hatchery practice at any particular time means any of the practices, methods, and acts:
 - (1) utilized by owners, agencies, Tribes and others responsible for the operation of fish hatcheries producing hatchery fish of the same species or subspecies, and for purposes similar to those of the Nez Perce Hatchery; and
 - (2) which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish specified production objectives consistent with fish culture health and other pertinent fish management policies.

Prudent fish hatchery practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of reasonable practices, methods or acts.

- v. Tribe means the Nez Perce Tribe, a federally recognized Tribe, its agents, successors, assigns, and contractors.
- w. Sweetwater Springs means the real property described in exhibit 1, including the easement right for ingress and egress to the property from Forsman Road.
- x. Wilson Property means the privately owned real property described in exhibit 9.

- y. Yoosa/Camp Creek means the United States Forest Service real property described in exhibit 7.

B. Real Property

1. Fee-Owned Land

a. Sweetwater Springs

- (1) BPA has acquired the Sweetwater Springs property for the purpose of this project. Upon the execution of this agreement, BPA will transfer this property in fee to the Tribe. The Tribe will immediately thereafter grant BPA a 25 year lease, with provision for a 25 year renewal term at BPA's request, for no further consideration than the terms and conditions of this agreement. The lease shall be jointly prepared by BPA and the Tribe, shall include the right of ingress and egress, shall include use of the springbox and the pipeline easement running from the springbox to the Sweetwater Springs hatchery facilities, and shall be similar to the template lease in exhibit 15.
- (2) Either BPA or the Tribe, depending on which party owns the property at the time, will enter into an agreement with the adjacent landowner, 21 Ranches or its predecessor, clarifying the water pipeline easement and springhouse access rights. Any necessary funds to obtain this clarification easement shall come from BPA.
- (3) All hatchery facilities to be constructed at Sweetwater Springs shall remain in the ownership of BPA during the term of the lease and shall not be transferred to the Tribe with the real property underlying the facilities; however, the ownership of any Tribal equipment residing on the property prior to the execution of this agreement shall not change. At the conclusion of the lease, including renewal, ownership of the facilities automatically transfers to the Tribe with no further consideration due.
- (4) Water rights appurtenant to the Sweetwater Springs property shall remain in the ownership of BPA during the term of the lease and shall not be transferred to the Tribe with the real property; provided, however, that the pipeline easement from the springbox to the hatchery facilities shall transfer with the land. At the conclusion of the lease, including renewal, ownership of the water rights shall be transferred to the Tribe for the consideration of the terms and conditions of this agreement.

b. Wilson Property

Acquisition of the real property adjacent to Luke's Gulch (the Wilson Property) is necessary to gain improved access to the Luke's Gulch hatchery facilities. The property will also be used as a staging area during the construction of the Luke's Gulch facilities and for other purposes in aid of hatchery operations. Either:

- (1) BPA will acquire the property and transfer this property in fee to the Tribe; or

(2) The Tribe will acquire the property in fee, with funding from BPA.

In either instance, the Tribe will grant BPA a 25 year lease for this property, with provision for a 25 year renewal term at BPA's request, for no further consideration than the terms and conditions of this agreement. The lease shall be jointly prepared by BPA and the Tribe, shall include the right of ingress and egress, and shall be similar to the template lease in exhibit 15. At the conclusion of the lease, including renewal, ownership of the facilities automatically transfers to the Tribe with no further consideration due.

c. Newman Easement

To access the Luke's Gulch site, an easement across the Newman property is necessary. The Tribe currently has an easement for this purpose, but it is limited in scope. The parties anticipate negotiating with a new easement right with the Newmans for the benefit of the Wilson and Luke's Gulch properties. The negotiated easement shall allow the Tribe and BPA the right to access the Wilson and Luke's Gulch properties consistent with this agreement. The Tribe shall take steps to ensure BPA's access to the property via the easement, including granting a sub-easement to BPA for the term of this agreement if necessary. BPA shall fund the cost of acquiring the easement.

2. Lease of Tribal Lands

a. Allotment 1705

- (1) The Tribe has expended Tribal funds to increase its share of ownership in Allotment 1705 in anticipation of the construction of hatchery facilities on the land. BPA will reimburse the Tribe for these funds. However, the amount of reimbursement by BPA shall not exceed the fair market value, as determined by the BPA appraiser, of the land used by the hatchery. The parties anticipate approximately 29.52 of the 93.28 acres of the allotment will be used for the hatchery. A map in exhibit 2 shows the division between hatchery and non-hatchery land.
- (2) The Tribe shall use its best efforts to seek approval from the Bureau of Indian Affairs (BIA) for execution of a lease or leases for Allotment 1705 by the Tribe to BPA for 25 years, with provision for a 25 year renewal term at BPA's request, for no further consideration than the terms and conditions of this agreement. The lease shall be jointly prepared by BPA and the Tribe, shall include the right of ingress and egress, shall be similar to the template lease in exhibit 14, shall include the use of all water rights the Tribe may have appurtenant to the land, and shall include use of the banks and riverbed of the Clearwater River adjacent to the Allotment. Upon BIA approval, the Tribe shall execute such a lease with BPA.
- (3) No further compensation is due from BPA to the landowners of an undivided interest in Allotment 1705 (the allottees) for BPA use of the allotment. The Tribe is responsible for any annual compensation due

to the allottees for the uses of the allotment pursuant to 25 CFR § 162.5.

b. Luke's Gulch

The Tribe shall use its best efforts to seek approval from BIA for execution of a lease or leases for Luke's Gulch by the Tribe to BPA for 25 years, with provision for a 25 year renewal term at BPA's request, for no further consideration than the terms and conditions of this agreement. The lease shall be jointly prepared by BPA and the Tribe, shall include the right of ingress and egress, shall be similar to the template lease in exhibit 14, shall include use of the banks and riverbed of the Clearwater River adjacent to the Allotment, and shall include the use of all water rights the Tribe may have appurtenant to the land. Upon BIA approval, the Tribe shall execute such a lease with BPA. The parties anticipate that less than the entire parcel comprising Luke's Gulch will be used for hatchery facilities, so the lease will cover only the portion of the land used for the hatchery. A map in exhibit 3 shows the division between hatchery and non-hatchery land.

c. North Lapwai Valley

The Tribe shall use its best efforts to seek approval from BIA for execution of a lease or leases for North Lapwai Valley by the Tribe to BPA for 25 years, with provision for a 25 year renewal term at BPA's request, for no further consideration than the terms and conditions of this agreement. The lease shall be jointly prepared by BPA and the Tribe, shall include the right of ingress and egress, shall be similar to the template lease in exhibit 14, and shall include the use of all water rights the Tribe may have appurtenant to the land. Upon BIA approval, the Tribe shall execute such a lease with BPA.

d. General Provisions

- (1) The Tribe agrees and warrants that BPA shall peaceably and quietly hold, enjoy, and occupy the property leased pursuant to this agreement without hindrance, interruption, or molestation by the Tribe or others, to the extent of the Tribe's authority.
- (2) The Tribe grants to BPA at all times the free and unrestricted right of ingress and egress on and use of all hatchery facilities for the purpose of evaluating operation of the Hatchery, including the culture of fish, and for purposes of operation of the Hatchery in accordance with this Agreement.
- (3) At the conclusion of the leases, including renewal, ownership of the facilities automatically transfers to the Tribe with no further consideration due.
- (4) The Tribe share incur the cost of complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601-4655, in the implementation of this agreement.

3. Forest Service Lands

- a. BPA will negotiate with the United States Forest Service to ensure the long-term availability of lands described in exhibits 5 to 8 for hatchery operations.
- b. BPA will own the hatchery facilities constructed on the Forest Service lands. At the request of the Tribe, BPA shall transfer the facilities to the Tribe (1)

fifty years from the date this agreement was executed or (2) at the termination of this agreement, whichever is earlier. The transfer shall be subject to Forest Service approval, if necessary, and compliance with any applicable laws.

- c. Prior to construction of any hatchery facilities on Forest Service land, a resolution with the holders of any permits or use authorizations, including mining claims, on land anticipated for hatchery use must be resolved. To be considered resolved, either the permits, use authorizations, or claims must cease to exist or a legal agreement must be drawn allowing non-conflicting concurrent uses of the land such that hatchery operations will not be disturbed. If neither of the above resolutions can be achieved, a different method of resolution may be pursued.

4. Water

- a. The Tribe shall provide to the Hatchery all available surface and ground water, including the water covered by BPA's water rights, in a quantity necessary for the operation of the hatchery in accordance with the AOP and at no cost to BPA. In the event that BPA assumes operation of the Hatchery under section D.1, the Tribe, at no cost to BPA, shall continue to provide water to meet the Annual Production Goal as of the date BPA assumes operation.
- b. At the termination of this agreement, BPA shall transfer, to the extent permissible under applicable law, the water rights it acquired in furtherance of this project to the Tribe.
- c. Any additional water rights that may need to be obtained during the term of this agreement shall be obtained by BPA in BPA's name, using BPA funds.

C. Construction

1. The Core Team shall select a general (prime) contractor to construct the hatchery facilities.
 - a. All bids for general contractor will be awarded based on the best buy as submitted to FishPro. "Best buy" has the meaning as described in the Bonneville Purchasing Instructions (BPI).
 - b. The general contractor selection process, as described in the Nez Perce Tribal Hatchery Project Contractor Selection Documentation (April 17, 2000), shall continue on schedule and according to plan.
 - c. FishPro shall manage the contract with the general contractor for construction of hatchery facilities, and BPA will manage the contract with FishPro for the construction oversight. FishPro shall not be considered a general, prime, or subcontractor within the meaning of the Tribal Employment Rights Ordinance (TERO).
2. The Tribe and BPA shall work in partnership in overseeing construction activities. A representative from the Tribe and BPA's Contracting Officer's Technical Representative (COTR) will confer in decisions to be made regarding construction activities, such as change orders, scheduling, changes and design specifications, construction costs, or subcontractor planning. The Core Team shall report regularly

(at least once a month) to the Tribe's Natural Resources Committee regarding the progress of these construction activities. If the Tribe disagrees with a decision by BPA's COTR, the issue may be taken to BPA's CO or Deputy Director of Fish and Wildlife for resolution. Such resolution shall be final and unappealable.

3. The Tribe shall establish, with BPA concurrence, the Tribal employment plan. The parties anticipate the employment plan will resemble the template plan in exhibit 10 and will meet or exceed the standards of the Tribe's TERO. The employment plan may be modified as necessary upon the agreement of the parties.
 - a. The general contractor shall implement the Tribal employment plan with Tribal oversight. The Nez Perce Tribe TERO office will be responsible for working with tribal businesses and tribal members to aid the general contractor in planning for tribal work force availability.
 - b. Any disputes that arise in the implementation of the employment plan shall be resolved consistent with the BPI.

D. Project Operations

1. Operation and Maintenance

- a. The Tribe shall operate the Hatchery in accordance with the Annual Operating Plan (AOP).
- b. If the Tribe does not operate the Hatchery according to the AOP, BPA shall send a written statement of noncompliance to the Tribe. If the Tribe does not come into compliance with the AOP within 30 days or by the date specified in the statement, then BPA, by sending to the Tribe a written notice, may discontinue operation of the Hatchery by the Tribe as of the date specified in the notice and either take over operation itself or designate a new operator.
- c. As of the date specified in the notice described in subsection D.1(b), and until termination of this Agreement or such time as BPA decides to allow the Tribe to resume operation prior to expiration of this Agreement:
 - (1) BPA shall operate the Hatchery at BPA's expense or may discontinue operation of the Hatchery;
 - (2) the Tribe shall transfer to BPA all responsibilities for operation of the Hatchery, assign to BPA all rights related to operation of the Hatchery as described in this Agreement, and not interfere with operation of the Hatchery;
 - (3) the Tribe shall continue to provide access to the Hatchery and the Nez Perce Reservation in accordance with this Agreement; and
 - (4) the Tribe shall continue to provide to the Hatchery a quantity of water in accordance with this Agreement.

2. Annual Operating Plan

- a. The operations of the NPTH, including research and maintenance activities, shall be set forth in the AOP. The AOP shall be prepared by the Tribe and submitted to BPA. The AOP shall have the following sections: an administrative summary, a program description, a production plan, and a

release plan. Unless emergency or exigent circumstances dictate otherwise, the NPTH's day-to-day operations shall be governed by the AOP.

b. Each AOP shall:

(1) Set forth details of the NPTH's operations in compliance with:

- (A) The 1997 Nez Perce Tribal Hatchery Project Final Environmental Impact Statement (FEIS), (DOE/EIS-0123), the Supplement Analysis, dated April 2000, and the subsequent Record of Decision, dated October 8, 1997;
- (B) The Endangered Species Act section 7 consultations on hatchery operations among BPA, National Marine Fisheries Service (NMFS) and United States Fish and Wildlife Service (USFWS), and the hatchery operations Biological Opinions issued by NMFS and USFWS;
- (C) Any applicable Tribal, state, and Federal permits affecting NPTH hatchery operations;
- (D) The NPPC's Columbia River Basin Fish and Wildlife Program;
- (E) The NPTH Operations and Maintenance Manual;
- (F) As adopted by the NPPC, the Artificial Production Review (or most recently accepted regional statement of policies and procedures); and,
- (G) The Policies and Procedures for Columbia Basin Anadromous Salmonid Hatcheries developed by the Integrated Hatchery Operation Team.

(3) Include a fish production plan, which shall identify the species, stocks, broodstock sources, and an Annual Production Goal specifying the number of fish expected to be produced by the NPTH during the subject annual performance period.

- (A) No increase in the production goal of 626,000 spring chinook salmon and 1.4 million fall chinook salmon may be made without the prior written approval of BPA and the Council. Limits on production are stipulated in the Final Environmental Impact Statement, Supplement Analysis, and the Administrator's Record of Decision dated October 8, 1997.
- (B) The minimum annual production goal shall depend on broodstock availability. NMFS has limited the broodstock to be spawned in the Clearwater Basin to Rapid River spring chinook stock and Snake River fall chinook stock. In later years, returning spring and fall chinook may be used as broodstock. The number of adult salmon available for broodstock will dependent on adult returns to hatcheries and weirs. If broodstock numbers are limited, all available and acceptable broodstock will be spawned. The number of broodstock spawned shall also comply with any limits established by applicable agencies. If spring chinook adult returns over 3 to 4 consecutive years are extremely low, the

Hatchery Review Team (HRT) may investigate the use of captive broodstock.

- (5) Include an assessment of how it is consistent with salmon and steelhead management activities throughout the Columbia River Basin as prescribed in the Council's Fish and Wildlife Program;
 - (6) Include a biological plan, which will identify by species and number the fish planned to be distributed to NPTH acclimation facilities, the planned rearing schedule, the planned movement of fish to acclimation facilities, and the planned release schedule from NPTH acclimation facilities;
 - (7) Identify personnel positions that will implement and be funded by the AOP;
 - (8) Be consistent with the provisions of an Operation and Maintenance Manual, which may be prepared and proposed by the Tribe, adopted by the HRT, and become final upon approval by the BPA; and,
 - (9) Be consistent with the principles of adaptive management and prudent fish production practices.
- c. After consultation with BPA and at least three months prior to the start of an annual performance period, the Tribe shall submit its final proposed AOP for the subject performance period to BPA for review and approval.
 - d. At least two months prior to the start of the annual performance period, BPA will, after discussions with the Tribe, approve or propose revisions to the proposed AOP. BPA shall approve the AOP so long as it is consistent with the requirements identified above. If the BPA proposes AOP revisions, then it shall explain in writing the basis for its proposed revisions. If, after consultation, BPA and the Tribe do not agree on an AOP, then BPA, after consultation with the HRT, shall adopt an AOP.
 - e. In addition to the provisions set forth above, the Tribe's AOP may include, but not be limited to, the following:
 - (1) Provisions for the installation and use of new or updated equipment;
 - (2) Expansion of the NPTH (such as any increase in the number of species or stocks produced by the NPTH, any increase in the NPTH's production objectives, or additions to or construction of new facilities), provided that the following conditions are satisfied:
 - (A) The expansion is consistent with the NPPC's Fish and Wildlife Program or its successor, if any, then in effect;
 - (B) The expansion complies with the National Environmental Policy Act (NEPA) and other pertinent environmental laws, including but not limited to the Endangered Species Act;
 - (C) The expansion becomes part of the NPTH, which shall be operated and maintained in compliance with this Agreement; and
 - (D) The expansion shall be subject to the acquisition of water sources and permits required to carry out the purposes of the expansion.

- f. During a performance period, the Parties may by mutual agreement amend the AOP for that performance period.
- g. If an emergency deviation from the AOP is required to prevent demonstrable harm to the NPTH or to the fish produced, and it is not reasonable to consult or reach agreement in advance with BPA, then the Tribe may, without prior confirmation or agreement with BPA, take the action necessary to prevent or mitigate the harm to the NPTH or to the fish produced during the twenty-four hour period following occurrence of the emergency. The Tribe shall inform BPA of emergency action taken no later than the next business day.
- h. All changes to project objectives must be approved by the HRT. Upon approval, such changes shall be submitted to BPA. BPA shall review the changes for compliance with NEPA, other applicable laws, and effects upon the approved budget. Should the HRT's proposed changes require the preparation of an additional environmental analysis, the BPA shall prepare the required documents within a reasonable time period with assistance from the Tribe.

3. Funding

- a. The operation and maintenance of this project will be funded on an annual basis until such time as the Council adopts a multi-year review process for this project, whereupon this project will be funded on a multi-year basis. Presently, the parties anticipate a three-year review process. Funding shall be subject to the following conditions:

- (1) Availability of adequate funds in BPA's Fish and Wildlife Program, provided the Council's annual prioritization process recommends the Project for funding. With a positive recommendation from the Council, BPA will endeavor to ensure the project is funded from year-to-year;
- (2) Timely submittal of required reports, in the designated format;
- (3) Evaluation of Project production and research objectives demonstrate progress towards Project goals. Such evaluations will be made annually. However, decisions directly related to Project progress, which affect the funding of the Project, should be made for periods longer than one year. Such decisions shall take into consideration the long-term production and research objectives identified by the HRT, a cumulative five year report by the HRT, and will not be based upon annual production and research results; and
- (4) BPA's approval of the next budget. The budget shall be based upon the AOP.

b. Budget

- (1) The Tribe will develop and submit to the BPA a proposed budget for the operation of the NPTH. NPTH budget requests shall cover the Tribe's forecasted costs to operate the NPTH during the annual performance period for which it was prepared. Each budget request shall include lump-sum estimates for the five annual performance periods immediately following the subject annual performance period.

- (2) In accordance with generally accepted accounting principles, the budgets shall be presented by quarter, with an annual total, and include appropriate line item breakdowns within the following general budget categories: personal services (including all personnel positions funded under this agreement), services and supplies, contract services, and capital or non-expendable equipment or improvements (including justification for proposed capital improvements or personal property acquisitions). A budget narrative may backup the budget that gives details and justification for line-items in the budget.
- (3) The budget shall be submitted to BPA along with the AOP.
- (4) Any proposed changes to the NPTH's approved budget, except any transfer of expenditures between budget line items less than or equal to \$25,000, must be approved by the Contracting Officer (CO). All such changes must be submitted in writing through the COTR prior to initiating the change.

c. Reimbursement to Tribe of Hatchery Expenditures

- (1) Within thirty days after the end of a month, the Tribe shall submit an invoice to the BPA for work performed. The invoice shall itemize all NPTH operating expenditures made by the Tribe during the preceding month. The invoice may be delivered by hand, mail, or any other means, including electronic data transfer devices. All invoices shall contain accurate and supportable data regarding the financial status of the NPTH, and shall be substantiated by receipts and other documentation. Each invoice shall be prepared in accordance with generally accepted accounting principles, and shall, after review, constitute the official record upon which payment will be based.
- (2) Each invoice shall contain the total contract amount dedicated to NPTH operations; the total of payments made to the Tribe to date; the total payment due the Tribe for the period covered by the subject invoice; and the balance of available funds remaining for the budget period.
- (3) The Tribe will supply an itemized listing of expenditures for each budgetary line item set forth in the approved budget. At a minimum, each invoice shall show: NPTH salaries (including personnel and benefits); travel and transportation expenditures (including per diem); purchases of non-expendable equipment and materials with a purchase price equal to or greater than three thousand dollars per item (attach supporting documentation to invoice, including description, date of purchase, purchase cost, model number, and serial number); purchase of expendable equipment and material, which are identified as sensitive in nature; all other operations and maintenance expenditures (including computer services and publications); Tribe Overhead/Indirect costs (including rate and dollar amount); the currently approved budget; and, cumulative expenditures to date.

- (4) All BPA payments made to the Tribe under this agreement shall be made by the electronic transfer of funds. Review of the invoice by BPA program personnel shall constitute the review and approval process upon which the official invoice and payment record is made. In the event that, after reasonable consultation(s) with the Tribe, review of the invoice results in a finding that any portion of the invoice was paid in error or otherwise unsupported by the invoice's documentation, the amount in question shall be added to or offset from the Tribe's invoice total in a subsequent month.
- (5) Non-itemized and/or incomplete invoices will be retained for payment processing until correct information has been supplied by the Tribe. Allowable costs shall be determined in accordance with the cost principles of OMB Circular A-87.
- (6) The parties anticipate the release in year 2000 or 2001 of a BPA Fish & Wildlife policy and procedure manual. Portions of this agreement could potentially conflict with the manual. Upon the release of the manual, the parties will review the policies and procedures contained in sections D and E herein against the manual. Should the parties deem modifications to sections D and/or E of this agreement necessary or appropriate, the parties may amend this agreement for the purpose of adopting the manual or portions of the manual. An amendment for the purpose of incorporating the manual shall not open for renegotiation portions of this agreement not impacted by the manual.

4. Monitoring and Evaluation Reporting

The Tribe shall prepare and submit to BPA three quarterly reports and one annual monitoring and evaluation report in compliance with the Monitoring and Evaluation Plan for the Nez Perce Tribal Hatchery: Phase 1 Action Plan and subsequent plans approved by the parties. The Monitoring and Evaluation Plan is herein incorporated and is attached as exhibit 13. The quarterly reports shall be submitted to:

[Project Manager]
Environment/Fish & Wildlife
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208

5. Hatchery Review Team

- a. The HRT shall consist of three persons technically experienced and knowledgeable in fish hatchery matters. Prior to the commencement of each performance period, the Tribe and BPA shall each appoint a representative to the HRT, and these representatives shall agree upon a third representative.
- b. The HRT shall conduct an annual site inspection of the Hatchery and such additional inspections as may be requested by either Party. The purpose of the inspections is to:

- (1) evaluate whether the Tribe has operated the Hatchery during a performance period in accordance with the AOP;
 - (2) evaluate whether the Tribe has operated the Hatchery in accordance with prudent fish hatchery practice;
 - (3) identify any aspects of the Hatchery operation which should be changed or corrected to result in better performance of the facility; and
 - (4) submit all recommendations in a report to the Tribe and BPA.
- c. The parties shall take the report into consideration, and after discussion with the Tribal representatives, BPA may revise the AOP applicable to the year in which the parties receive the HRT's report. The parties shall also take the report into consideration during development of the following year's AOP.
6. Inspection, Reviews, and Evaluations
- a. BPA may inspect the work called for by the agreement at any time and place. BPA will perform inspections in a manner that will not unduly delay the work. The Tribe shall fully cooperate with such inspections.
 - b. If any of the services do not conform with agreement requirements, BPA may require the Tribe to perform the services again in conformity with the agreement at no cost to BPA. When the defects in services cannot be corrected by reperformance, BPA may deduct from the agreement payments an amount which reflects the reduced value of the services performed.
 - c. Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Tribe of any of its obligations under this agreement.

E. General

1. Resolution of Disputes

- a. BPA and the Tribe agree to submit in good faith any disputes regarding the implementation of this Agreement or the management of the Project to non-binding mediation. This provision shall be triggered when one party makes a written request for the other party to join in mediation. Within 30 days of this provision being triggered, the parties shall select a mediator, or if they are unable to select a mediator, each party shall select a mediator and the two selected will choose a third mediator who shall be the sole mediator. The parties shall use their best efforts to resolve the dispute in mediation. After a dispute has been in mediation for at least 60 days and there have been at least two mediation sessions, either party may initiate legal action to resolve the dispute. Except as provided in this part, pending completion of mediation no party shall initiate any legal proceeding except in aid of mediation. Each party shall bear its own costs of mediation and share equally the joint mediation costs.
- b. The Tribe shall proceed diligently with performance of this agreement, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the agreement.
- c. Where BPA is obligated to follow the dispute resolution procedures of the BPI, those shall be used in lieu of mediation.

2. Equipment

- a. The Tribe shall manage BPA-furnished and Tribe-acquired property with BPA funds in accordance with the BPI.
- b. Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this agreement. The Tribe shall use BPA-furnished property only in connection with this agreement, unless otherwise approved by the COTR. The Tribe shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.
- c. Upon delivery of BPA-furnished property to the Tribe, the Tribe assumes the risk and responsibility for its loss or damage, except --
 - (1) For reasonable wear and tear;
 - (2) To the extent property is consumed in the performance of this agreement; or
 - (3) As otherwise provided for by the provisions of this agreement.
- d. Unless specified elsewhere in this agreement, title to all property purchased by the Tribe for which the Tribe is entitled to be reimbursed as a direct item of cost under this agreement shall pass to and vest in BPA upon the supplier's delivery of such property to the Tribe.
- e. Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.
- f. Upon completion of this agreement, the Tribe shall follow the instructions of the CO regarding the disposition of all BPA property (title to which is held by BPA) which was not consumed in the performance of this agreement or previously delivered to BPA. At BPA's cost, the Tribe shall prepare for shipment, deliver F.O.B. origin, or dispose of BPA property, as may be directed or authorized by the CO. The net proceeds of any such disposal shall be credited to the agreement price or shall be paid to BPA as directed by the CO.

3. Endangered Species Act

- a. In Endangered Species Act (ESA) related matters affected by the operation of the NPTH, at BPA's request the Tribe will (1) participate in consultations and conferences conducted under Section 7 of the ESA and (2) assist BPA in obtaining permits under Section 10 of the ESA.
- b. Upon written request, the Tribe shall provide BPA with available NPTH information, materials, documents, and records, for such consultations, conferences, or the acquisition of permits necessary for the operation of the NPTH.
- c. For ESA-listed species affected by the operation of the NPTH, the Tribe shall not proceed with the actions/activities set forth in this agreement that impact the listed species until the completion of requisite consultations and conferences and the acquisition of necessary permits. To the extent requested by BPA, the Tribe shall comply with NPTH operation/production conditions

and incidental take statements identified during Section 7 consultations and with conditions of requisite Section 10 permits.

- d. Nothing in this section shall be interpreted to prohibit or restrict the Tribe from participating in or being a party to any ESA related activities or legal actions. Nothing in this section shall be interpreted as an admission of the applicability of the ESA to the Tribe.

4. Employment

The Tribe agrees to comply with Federal laws and Executive Orders, including:

- a. Executive Order 11246, Equal Employment Opportunity; provided, however, that the parties agree to use their best efforts to offer employment opportunities to qualified members of the Nez Perce Tribe in connection with operation and maintenance of the NPTH. Further, the TERO shall be applicable to hiring decisions made by the general contractor, as provided in exhibit 12; and
- b. Drug Free Workplace Act of 1988, P.L. 110-690.

5. Insurance and Indemnification

- a. The following minimum kinds and amounts of insurance are applicable in the performance of the work under this agreement. All insurance required by this Paragraph shall be in a form and amount and for those periods as the CO may require or approve and with insurers approved by the CO. Tribe is responsible for ensuring its subcontractors meet the conditions of these insurance provisions.
 - (1) The Tribe is required to comply with applicable Federal and State workers compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required.
 - (2) The Tribe shall provide and maintain general liability insurance of at least one million dollars per occurrence. Such insurance shall cover all performance related activities. Any applicable policy aggregate limits shall be modified to apply to all Hatchery facility locations. The policy shall name BPA, its officials, officers, employees and agents, as additional insureds with respect to the Tribe's agreement performance. The Tribe's policy shall be primary to any insurance or self-insurance programs of BPA.
 - (3) The Tribe shall provide and maintain automobile liability insurance covering the motor vehicles used exclusively in performing the agreement. The policy shall provide limits of at least one million dollars per accident and include coverage for all owned, non-owned and hired automobiles used in the performance of this agreement.
 - (4) The Tribe shall provide and maintain environmental impairment liability insurance of at least one million dollars per occurrence. Such insurance will include coverage for the clean up, removal, storage, disposal, transportation and/or use of hazardous substances and other pollutants at the Hatchery facility sites or any other performance related location. The insurance policy shall name BPA, its officials, officers, employees and agents as additional insureds. The Tribe's

policy shall be primary to any insurance or self-insurance programs of BPA and shall cover the Allotment 1705, Newsome Creek, North Lapwai Valley, Sweetwater Springs, and Luke's Gulch hatchery sites. The Tribe may self-insure a site with specific COTR approval. The policy shall name BPA as the insurance beneficiary. This insurance must be in place at all times.

- (5) The Tribe shall provide real property insurance covering the Hatchery facilities. Initially, the policy limit shall cover the full replacement value of the Hatchery facilities. In subsequent years, BPA may at its discretion require insurance coverage for less than the full replacement value of the Hatchery facilities
- (6) Before commencing work under this agreement, the Tribe shall provide to the CO certificates of insurance from the insurance company(s) stating that the insurance required has been obtained and is in force. The certificate(s) shall identify the Tribe, this agreement, and the coverage provided. It shall also contain a statement that the insurer will give notice of cancellation or any material change to the CO at least thirty days before the effective date. In addition, the Tribe shall provide certificates of insurance, as the policies are renewed, throughout the period of the agreement. If the Tribe's insurance does not cover the contractors involved in the work at the Hatchery facility, the Tribe shall provide certificates stating that the required insurance has been obtained by the contractors.
- (7) All costs of insuring the Hatchery facilities, the BPA, and the Tribe, including the employees, officials and agents, shall be included in the Tribe's annual operations and maintenance budget for the Hatchery. Pursuant to the terms and conditions of this agreement, the Tribe shall be reimbursed for:
 - (A) That portion of the reasonable cost of insurance allocable to this agreement and required or approved under this clause.
 - (B) The Tribe shall not be reimbursed for liabilities (and expenses incidental to such liabilities) under the following circumstances:
 - (i) The Tribe assumes responsibility for the liabilities under the express terms of any clause specified in the agreement;
 - (ii) The Tribe has failed to insure or to maintain insurance as required by the CO; or
 - (iii) The liabilities resulting from the willful misconduct or lack of good faith on the part of any of the Tribe's directors, officers, managers, superintendents, or other representatives who have supervision or direction of

the Tribe's business or the Tribe's operations at the Hatchery facilities.

- b. For costs of tort claims not covered by insurance, BPA's liability will be as stated in the Federal Torts Claims Act. The Tribe shall indemnify and hold harmless BPA from any claims or liability directly or indirectly resulting from the Tribe's operation of the Hatchery, provided that BPA retains liability as provided for under the Federal Tort Claims Act. If BPA operates the Hatchery pursuant to section D.1, then BPA shall indemnify and hold harmless the Tribe from any claims or liability directly or indirectly resulting from BPA's operation of the Hatchery.
- c. If any suit or action is filed or any claim is made against the Tribe, the cost and expense of which may be reimbursable to the Tribe under this agreement and the cause of action is then uninsured or is insured for less than the amount claimed, the Tribe shall immediately notify the CO. Such notification shall include copies of all pertinent records received.
- d. Upon receipt of claim and notification to the BPA:
 - (1) The Tribe, its counsel and witnesses will collaborate with United States counsel and the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of the Tribe's coverage; and,
 - (2) United States Department of Justice may settle or defend the claim, at its discretion.
 - (3) United States Department of Justice may, at its discretion, take charge of any litigation, when the liability is not insured or covered by bond. The Tribe may, at DOJ's discretion, be associated with the United States representatives in any such claim or litigation.

6. Term

- a. This Agreement shall take effect the day after the Tribe issues a resolution approving this Agreement (exhibit 11), the Parties sign this Agreement, and the Secretary of the Interior through his representative approves this Agreement.
- b. The term of this Agreement shall be 25 years, beginning on the date this Agreement takes effect; provided, however, BPA, at its option, may renew this Agreement for an additional term of 25 years under the same terms and conditions and consideration herein specified; provided further, BPA shall serve the Tribe with notice by mail not less than twelve months prior to the date of expiration of this Agreement of BPA's intent to exercise its option of renewal. All leases and easements pursuant to this agreement shall commence on the same date this Agreement takes effect.
- c. If, during the term of this Agreement, operation of the Hatchery lapses because BPA ceases to operate the Hatchery after it has assumed operation of the hatchery or because BPA discontinues funding of the Hatchery, and BPA notifies the Tribe in writing that it will not resume operation or funding of the Hatchery during the remaining portion of the possible 50-year term of this

Agreement, then the term of this Agreement shall end within 180 days after the date of BPA's notification.

- d. At the end of the term of this Agreement or any renewal thereof, the leases provided herein shall terminate without additional action of any Party, and the Hatchery shall revert to the Tribe. The parties shall not continue to incur liabilities and obligations. However, all liabilities or obligations incurred during the term of this Agreement shall be and are hereby preserved until satisfied.

7. Notices

- a. BPA is deemed to have received an item of correspondence if it is sent by registered mail to the following address:

Administrator
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208

- b. The Tribe are deemed to have received an item of correspondence if the correspondence is sent by registered mail to the following address:

Chairman
Nez Perce Tribal Executive Committee
P.O. Box 305
Lapwai ID 83540

- c. Each party shall notify the other party of any change in addressee or address within 30 days of such change.

8. Sovereign Immunity and Taxation

- a. The Nez Perce Tribe hereby agrees to waive its sovereign immunity for the sole and limited purpose of any claims, suits, or actions against the Tribe arising out of the terms of this Agreement and the Tribe's operation of the Hatchery; provided, however, that (1) this waiver does not extend to nor allow any award of punitive or exemplary damages against the Tribe and (2) this waiver is expressly limited to adjudications before the Nez Perce Tribal Court and Federal courts of competent jurisdiction. The parties agree that all claims by non-Federal entities within the jurisdiction of the Nez Perce Tribal Court must be brought in the Tribal Court unless contrary to Federal law or unless a Federal agency is a necessary party to the lawsuit.
- b. The Tribe waives any and all right to assess and collect any and all taxes, levies, charges, fees, fines or penalties from BPA and its contractors that relate to construction and operation of the Hatchery, except one and a half percent of the total amount of the hatchery construction contract may be utilized by the Tribe to implement the Tribal employment plan (exhibit 12) in consideration of the Nez Perce TERO fee. The Tribe may reduce, waive, or rebate all or any portion of this money for any reason, including if an

employer is found to be in compliance with the TERO requirements and is making substantial effort to employ, train, and promote Indians or if there is a need to reduce total costs to preserve the integrity of the project. The funds to implement the plan shall be collected over the three years of hatchery construction in a schedule approved by the Tribe's TERO office.

10. Assignment.

This agreement can be assigned only upon the mutual consent of the parties.

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

Bonneville Power Administration

By: _____
Alexandra B. Smith
Group Vice President
Environment, Fish and Wildlife

Date: _____

By: _____
John R. Cowger
Manager
Real Property Services

Date: _____

Nez Perce Tribe

By: _____
Samuel N. Penney
Chairman
Nez Perce Tribal Executive Committee

Date: _____

By: _____
Julia A. Davis
Secretary
Nez Perce Tribal Executive Committee

Date: _____

Approved By:

Elliott L. Moffett
Superintendent
Bureau of Indian Affairs
Department of the Interior

Date: _____

APPENDIX D: Nez Perce Tribe Year-2000 Coho Trapping Report

Nez Perce Tribe



Fisheries Resources Management
MEMORANDUM

TO: *List*
FROM: *Jay Hesse*
DATE: **December 15, 2000**
SUBJECT: **2000 Update 4 for**
Nez Perce Tribe Coho Trapping

Operations as of December 13

Table 1. Cumulative capture summary of coho salmon at Nez Perce Tribal weir sites and other trap locations.

	Total # of Adults	Total # of Jacks	Adult Male	Adult Female	CWT Adult Male	CWT Adult Female	CWT Jack
Lapwai Creek	150	2	77	73	* unk	* unk	* unk
Potlatch River	31	0	18	13	3	2	0
DNFH ladder	190	35	101	89	* unk	* unk	7
Clear Creek	107	61	54	53	* unk	* unk	* unk
Meadow Creek	0	0	0	0	* unk	* unk	* unk
Lyons Ferry	11	0	6	5	* unk	* unk	* unk
TOTAL	489	98	256	233	* unk	* unk	* unk
** L. Granite Dam	883	35	-	-	-	-	-

* unk – CWT presence will be determined at time of spawning at DNFH

** - fish passage counts over Lower Granite Dam as of 12/13/00

(<http://www.cqs.Washington.edu/dart/adult.html>)

Table 2. Cumulative capture summary of fall chinook and steelhead at Nez Perce Tribal weir sites.

	Total # of Adults	Total # of Jacks	Adult Male	Adult Female	CWT/VIE Adult Male	CWT/VIE Adult Female	CWT/VIE Jack
Lapwai Creek							
- FACH	1	1	0	0	unknown	0	unknown
- steelhead	1	0	0	1	0	unknown	0

Potlatch River							
- FACH	0	1	0	0	0	0	0
- steelhead	0	0	0	0	0	0	0
Meadow Creek							
- FACH	0	0	0	0	0	0	0
- steelhead	0	0	0	0	0	0	0

Table 3. Disposition summary of coho salmon captured at Nez Perce Tribal weir sites and other trap locations.

	<i>Transported to DNFH</i>			<i>Passed Above Weir</i>		
	Adult Male	Adult Female	<i>Jack</i>	Adult Male	Adult Female	<i>Jack</i>
Lapwai Creek	67	62	2	10(Potlatch R)	11 (Potlatch R)	0
Potlatch River	3	2	0	14	11	0
DNFH ladder	101	89	35	0	0	0
Clear Creek	54	53	61	0	0	0
Meadow Creek	0	0	0	0	0	0
Lyons Ferry	2	5	0	4 (Potlatch R)	0	0
TOTAL	227	211	98	28	22	0

Notes:

- No known trap mortality to date.
- Meadow Creek weir closed 11/13/00
- Clear Creek trap closed 11/28/00
- DNFH ladder closed 12/05/00
- Potlatch River weir closed 12/06/00
- Lapwai Creek weir closed 12/13/00

APPENDIX E: U.S. FOREST SERVICE SPECIAL USE PERMIT (SUP)

Authorization ID LOC4
4 (8/99)

FS-2700-

Contact ID BPA
0596-0082

OMB

Expiration Date: 12/31/2019

**U.S. DEPARTMENT OF AGRICULTURE
Forest Service
SPECIAL USE PERMIT
AUTHORITY:
ORGANIC ADMINISTRATION ACT June 4, 1897**

BONNEVILLE POWER ADMINISTRATION (hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Clearwater National Forest and Nez Perce National Forest of the National Forest System.

This permit covers approximately 8 acres, and is described as the sites listed below and as shown on the location map in Exhibit B attached to and made a part of this permit, and is issued for the purpose of:

Constructing, maintaining and operating 3 satellite fish hatcheries located at Yoosa/Camp Creek, Newsome Creek and Cedar Flats, and temporary fish weir and trapping facilities a Meadow Creek.

Yoosa/Camp Creek Lochsa District Clearwater National Forest T35N,R6E, Sec.1

Cedar Flats Moose Creek District Nez Perce National Forest T32N,R7E, Sec.23

Newsome Creek Red River District Nez Perce National Forest T29N,R7E, Sec.5

Meadow Creek Moose Creek District Nez Perce National Forest T31N,R9E, Sec.11

(Meadow Creek for temporary fish weir and trapping facilities)

The following are attached hereto and made a part of this permit:

Exhibit A - Operation Plan

Exhibit B - Nez Perce Tribal Hatchery Project Technical

Specifications

Exhibit C - Nez Perce Tribal Hatchery Program Final EIS

and

Supplemental Analysis

Exhibit D- Biological Opinion

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided

for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on 12/31/2019. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by July 1, 2000 and shall be completed by December 31, 2002. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33

U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. Damage to National Forest Interests, Property, or Resources. The holder, as an agency of the United States, is limited by Federal law as to the assumption of liability for its acts or omissions. The holder does agree, within its legal limitations, and limitations of appropriations, to be responsible for all costs of damages and injury to persons, personal property, and land caused by its operations and activities under the terms of this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any awards or claims, and to repair damages to the land within the permit area. It is the intent of this provision that the appropriations of the Forest Service be shielded from burdens, other than administrative costs, which may occur as a result of the activities by the holder under the terms of this permit.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Fees for this use have been exempted or waived in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 30.

VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

D. Nondiscrimination in Employment and Services:

During the performance of this authorization, the holder agrees:

1. In connection with the performance of work under this authorization, including construction, maintenance, and operation of the facility, the holder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. (Ref. Title VII of the Civil Rights Act of 1964, as amended).
2. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex national origin, age, or disability, by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. (Ref. Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments, and the Age Discrimination Act of 1975).
3. The holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this authorization.
4. When furnished by the Forest Service, signs setting forth this policy of non discrimination will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

5. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States of the Sate in which the breach or violation occurs.

E. Fee Waiver. The amount of \$ NA (dollars) is hereby waived from the annual fee listed in clause NA pursuant to 36 CFR 251.57. However, the Forest Service may review the circumstances of this waiver periodically and whenever necessary to bring the waiver and waived amount in compliance with current regulations.

F. Continuous Minimum Flow. The holder shall assure that the discharge from the project area is a continuous, minimum flow as described in Exhibit C, Final EIS, as measured immediately below the point of proposed diversion. Diversion of water shall be in accordance with Exhibit C. To maintain channel competence, the holder shall release flows in accordance to the release schedules as described in Exhibit C.

G. Forest Service Representative. The District Rangers, Lochsa Ranger District, Moose Creek and Red River Ranger Districts, are responsible for administering this special-use authorization. The holder should contact the District Ranger regarding any questions concerning the occupancy and use authorized and the provisions of this authorization.

H. Information From Holders. . As a condition of this authorization, the holder is responsible for providing the authorized officer with any information in possession necessary for determining annual rental fees, ownership, or other matters concerning the administration of the authorized use by the Forest Service.

Regarding the submission of such information, the holder understands that it is a crime for any person to knowingly and willfully make false, fictitious, or fraudulent statements to matters under the jurisdiction of the United States Government (Title 18, U.S.C. Section 1001).

This permit is accepted subject to the conditions set out above.

HOLDER NAME:

**BONNEVILLE POWER ADMINISTRATION
AGRICULTURE**

**U.S. DEPARTMENT OF
Forest Service**

By: _____

By:

JOHN R. COWGER
CASWELL
Manager, Real Property Services

JAMES L.
Forest Supervisor

Date: _____ Date:

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service. Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

APPENDIX F: NPPC Step-3 Authorization Letter

**FRANK L.
CASSIDY
JR.
"Larry"
CHAIRMAN
N
Washington**

**NORTHWEST POWER PLANNING COUNCIL
851 S.W. SIXTH AVENUE, SUITE 1100
PORTLAND, OREGON 97204-1348**

**ERIC J.
BLOCH
VICE
CHAIRMAN
N
Oregon**

**Tom
Karier
Washington**

**John
Brogoitti
Oregon**

**Todd
Maddock
Idaho**

**Fax:
503-820-2370**

**Phone:
503-222-5161
1-800-452-5161**

**Internet:
www.nwppc.org**

**John
Etchart
Montana**

**Mike Field
Idaho**

**Stan Grace
Montana**

May 22, 2000

Mr. Silas Whitman
Program Manager
Nez Perce Tribe
P.O. Box 365
Lapwai, Idaho 83540

Mr. Robert Austin, Deputy Manager
Fish and Wildlife Division
Bonneville Power Administration
P.O. Box 3621; KEW-4
Portland, Oregon 97208

Dear Sirs:

At the May 17, 2000, meeting in Helena, the Northwest Power Planning Council (Council) approved the Step 3 (Final Design) review for the Nez Perce Tribal Hatchery. The four specific recommendations and support language approved by Council is attached.

While it approved the final designs and recommended that Bonneville fund the construction of the facilities associated with this project, it conditioned the approval based on the following.

- Construction of the facilities associated with this project is not to exceed \$16 million.

- The Council's recommendation for funding of this project is conditioned upon the design and the scope of the project as outlined in the April 28, 2000, decision document. Any significant changes in the design and scope of this project, including changes to the facilities or production will require additional review by the Council before they are recommended for funding.
- The Council asks Bonneville to establish specific cost reporting requirements for the project contractor. These reports should document the progress of construction against the approved project budget and scope. The Council asks that Bonneville project management staff review reports from the project contractor with Council staff at least quarterly.

The contractor's report should be sufficiently detailed to reference the original project budget by component and milestones. Each report should provide a current summary of actual project costs by component and any variance from the original project budget. The contractor should include in the report an estimated cost to completion as of the date of the report with explanations of any changes from the previous report. The contractor should document the source of any revised estimates or the specific assumptions behind the estimates.

The Council appreciates the significant amount of effort made by the Nez Perce Tribe during the development of this project, and we look forward to working constructively with you to ensure this project is successful. If you have further questions, please call Mr. Mark Fritsch of the Central office staff.

Sincerely,
C
Frank L. Cassidy, Jr.
Chairman

cc: Brian Allee, CBFWA
Mark Fritsch, NPPC
Stacy Horton, NPPC
Rayola Jacobsen, NPPC
Ed Larson, Nez Perce Tribe
Bob Lohn, NPPC
Ken Kirkman, BPA
John Ogan, NPPC
Karl Weist, NPPC

Attachment: Specific Language (decision document April 28, 2000) Approved by Council regarding the Step 3 review of the Nez perce Tribal Hatchery on May 17, 2000.

1. Recommend that Bonneville fund the construction of the facilities, and operation and maintenance related to the Nez Perce Tribal Hatchery (project #8335000).

On May 3, 1999, the Council received an initial Step-3 submittal package from the Nez Perce Tribe. Review determined that the documents did not adequately address the final designs for the proposed facilities, and lacked a thorough explanation and justification as to the budgetary discrepancies that had developed for this project. Modifications were also needed to adequately address an annual review of monitoring data and an on-site independent review process of the monitoring data. In addition the documents suggest a \$32 million construction budget proposed for all aspects of the project and that the final designs for the remaining facilities would be submitted to the Council in September.

No action was taken on the May 3, 1999, submittal, and the general consensus was to wait for a complete package including final designs for all the sites and the other required elements as outlined in the correspondence.

A determination was also made that certain items of the submittal adequately addressed elements that were requested for the Step-3 review. The following elements were adequately addressed and are appropriate to compliment the submittal received on March 31, 2000.

- Value engineering review summary: An independent value engineering review was conducted at two phases of the final design process. A consulting engineer facilitated the review in accordance with standard value engineering principles and practices. In addition, FishPro, Inc. conducted informal inter-disciplinary reviews that followed these principles. Both reviews provided savings of over \$5.5 million in the designs. Since the May 3, 1999, submittal, significant changes were requested in the design which reduced the cost of the NPTH project by 56-percent (\$32 million to \$14.2 million), yet reduce production by only 42-percent. To accommodate these requests, the results of the two-phase value engineering review in concert with the ongoing internal engineering reviews have been incorporated into the redesign process. This submittal represents a design that is successful in meeting the requested changes, which has benefited from both the formal and informal value engineering review procedures.
- Budgetary justification^a: The earliest estimate of costs for the Nez Perce Tribal Hatchery (NPTH) were about \$3 million based on a “small scale, low cost” facility as described in the Council's 1987 Program, Measure 703(g)(1). The cost estimate was based on a conceptual design by CH2M-Hill, Boise, Idaho, in November 1984. In this document, a small,

^a The following is the justification provided by the NPT in the May 3, 1999 submittal. The budgetary issue was resolved with the NPT letter dated November 24, 1999 regarding the reduced scope of NPTH and confirmed by Council at their December 7, 1999 meeting. Please refer to the Background, Item 5 for additional details.

conventional, high rearing-density hatchery was envisioned with the highest cost alternative predicted at \$3.4 million. In addition, this facility would have been located on a single site just upstream from the mouth of the Clearwater River near North Lapwai Valley. However, final design was never done and consequently, no real cost was developed.

In 1994, a conceptual design for the hatchery was again accomplished estimating project costs at \$9.253 million. The facilities described included two central incubation facilities with five satellite facilities, which were conventional in nature. This design did not include compensation for impacts due to the Endangered Species Act, nor design to address present-day conservation concepts associated with hatcheries. In addition, these conceptual designs also carried with them a 30 percent contingency fee and an additional 20 percent for escalation cost. This meant that final design costs would have been as much as 50 percent greater than the \$9.253 million.

In September 1998, the current Core Team estimated the final design for the project to be approximately \$28 million. Two major fisheries management concepts influenced increased costs: 1) the Endangered Species Act, and 2) the concept of conservation hatcheries with the Natural Rearing Enhancement Systems (NATURES) profile of fish production. These concepts forced changes in the design of the facilities and their subsequent costs. In addition, a new emphasis on monitoring and evaluation was developed. In early 1999, a final design was available to show real facility costs.

- NATURES Design Team process summary: The NATURES Design Team (NDT) Process produced innovative recommendations that have been incorporated into the final designs. For example, the NDT suggested design criteria for fish density, flow and velocity conditioning, habitat needs such as substrate, and other recommendations that redirected the hatchery design process. NDT recommendations are being followed for spring chinook salmon and will be followed for fall chinook salmon to the extent feasible. Other production changes include using temporary facilities, which limits the NATURES applied. The NDT approved these project modifications.
- Relationship to the proposed coho production: Though independent of the program for spring and fall chinook, coho salmon production could be accommodated at NPTH. Facilities have been designed to allow for future expansion where feasible. Coho can occupy space not used by the spring and fall chinook as their production is increased. The extent of this accommodation will depend upon the available expansion and the size of the coho production program. The detail of this effort will be captured in a Coho Master Plan that would initiate the Three-Step Review Process and the documents associated with the National Environmental Policy Act.
- Responses to the Artificial Production Review recommendations: In the responses to the guidelines presented in the Scientific Review Team document entitled “Review of Salmonid Artificial Production in the Columbia River Basin” (document 99-4), that formed the

foundation to the Artificial Production Review (document 99-15), the Nez Perce Tribe detailed how the NPTH incorporates these current ideas for artificial production.

On March 31, 2000, the Council received the final Step 3 submittal from the Nez Perce Tribe^b that addressed the remaining items needed to complete the review process. This submittal included a description of the selected sites and water supplies (Section 1), the final designs for all of the facilities that include site plans (Section 2), a description of the Monitoring and Evaluation Plan including the update on the ISRP review and a communication process for the M&E plan that includes an annual review of the monitoring data, especially as related to risk containment, and an on-site independent review process of the monitoring data and risk assessments that develop recommendations about operations of the Nez Perce Tribal Hatchery and monitoring activities (Section 3), and estimates of costs of construction, annual operation and maintenance, and monitoring and evaluation costs for a 10-year period (Section 4 and Appendix A). General overview of these items critical to the Step 3 review includes the following;

- Final designs: The final designs began with the development of biological criteria and assumptions necessary to meet the needs of the fish and to provide the innovative techniques planned for the project. Final design is complete for all the facilities. Design drawings are submitted for the facilities at the final design stage. The site plans include a central incubation/rearing/acclimation facility at Allotment 1705, a rearing and adult holding facility at Sweetwater Springs, five satellite acclimation facilities in the Clearwater Subbasin (Cedar Flats, Luke's Gulch, Newsome Creek, Yoosa/Camp Creek, and North Lapwai Valley), and a separate adult weir/trap at Meadow Creek.
- Estimates of costs of construction, annual operation and maintenance, and monitoring and evaluation costs for a 10-year period: The schedule for development maps the development of project facilities from 2000 to 2003. Projects are staggered to meet the biological timing needs of the fish, winter construction limitations, in-stream construction windows, and also to spread the construction dollars over several fiscal years (see also Budgetary/Economic Effects).
- A communication process be addressed in the M/E plan that will include an annual review of the monitoring data, especially as related to risk containment, and an on-site independent review process of the monitoring data and risk assessments that develop recommendations about operations of the Nez Perce Tribal Hatchery and monitoring activities: These requested elements were incorporated into the communication and review process in Objective 5 of the M&E Action Plan^c. This process includes communicating results through reports, publications, presentations, coordination meetings, and peer review symposia. Program review will enable adaptive management that incorporates program operation/performance in relation to goals, management questions and critical uncertainties. Elements of the communication process include convening a Regional Monitoring and Evaluation Group to

^b Nez Perce Tribal Hatchery Project, Step Three Submittal to the Northwest Power Planning Council, Final Design Documents, March 31, 2000.

^c Hesse, J.A. and S.P. Cramer. 2000. Monitoring and Evaluation Plan for the Nez Perce Tribal Hatchery: Phase 1 Action Plan (Final Draft - January 2000). Nez Perce Tribe, Lapwai ID, 83540

review data collection techniques used for NPTH M&E. This technical working group will consist of researchers from multiple agencies actively collecting supplementation program for the monitoring data. Reviewing data collection methods will serve as a coordination tool developing Regional Monitoring and Evaluation program. Nez Perce Tribe will communicate results through quarterly reports, summary reports, ESA Sections 7 and 10 reports, annual reports, peer reviewed publications, and presentations at regional conferences and workshops. NPTH annual reports, the cornerstone for NPTH program evaluation, will include data summary, data analysis, and data interpretation across all aspects of NPTH M&E activities. NPTH annual report recommendations will be presented to fisheries co-managers (Nez Perce Tribe, Idaho Department of Fish and Game, US Fish and Wildlife Service, and National Marine Fisheries Service) to revise Annual Operating Plans (AOP). Primary evaluation of the NPTH program will be conducted every five years. This review frequency allows for program evaluation to be based on fish performance across an entire generation (five years) and incorporates a statistical design using replication across years. NPTH production and M&E program reports will be compiled every five years to include a summary of annual M&E results, recommendations, prescribed actions, analysis of multi-year (time series) data across all cohorts within a generation, an updated analysis of critical uncertainties, and recommendations about operation of NPTH and monitoring activities. The five-year report will serve as the framework for NPTH review symposia. Symposia will be structured to present NPTH status and performance to interested parties and a panel of independent reviewers. In addition to the Nez Perce Tribe-directed review of the NPTH program, information from several regional processes will be considered in the adaptive management of NPTH. Rolling review (three-year) processes for project funding and the Artificial Production Review (APR) are currently being developed. The NPTH adaptive management/review process will also use information from independent audits of anadromous fish hatchery performance that are initiated by the Council and that use performance measures developed by IHOT and the APR. Review of NPTH on a regional scope will best be facilitated under these regional funding and evaluation processes.

The program requirements and elements for this project appear to have been met including those addressing the Three-Step Review Process. The submittals and documents outlined above, the record of decisions pertaining to this project, and the reviews that have assisted in the implementation of this project to date confirm that this project is ready for construction. Therefore, the Fish and Wildlife Committee recommends that the final designs of these facilities be approved.

This recommendation would call for the construction of facilities associated with the central incubation/rearing/acclimation facility at Allotment 1705, a rearing and adult holding facility at Sweetwater Springs, five satellite acclimation facilities in the Clearwater Subbasin (Cedar Flats, Luke's Gulch, Newsome Creek, Yoosa/Camp Creek, and North Lapwai Valley), and a separate adult weir/trap at Meadow Creek. In consideration of the process and review conducted on this project to date, the Fish and Wildlife Committee recommends commencing with construction and operation of the proposed facilities.

2. Acknowledge that the technical questions and concerns that were raised during the Step-2 review and any noted changes in the project that had arisen since the Step Two review were fully addressed by the Nez Perce Tribe.

Through the review processes, as outlined above, the proponents responded to all the requests to ensure that all information and clarification was available to the reviewers. This prompt attention allowed for a complete review, and therefore their responses addressed all the technical questions in the Three-Step Review Process. The results of the reviews have been reviewed with the project proponents and form the basis for Fish and Wildlife Committee recommendations to the Council on the proposed actions for this project.

3. Recommend that Bonneville fund the Nez Perce Tribal Hatchery Monitoring and Evaluation (project #8335003). Acknowledge that the Monitoring and Evaluation Plan was reviewed and approved by the ISRP.

As described in the fiscal year 2000 Decision Document, the Council requested that the ISRP review and approve the M&E component of the hatchery program.

On April 3, 2000, Council received a memo from the ISRP regarding their review of the M&E Plan for the Nez Perce Tribal Hatchery (attachment 1). This review also provides their review and advice on the "biological triggers" proposed by the Nez Perce tribe in its November 24 submittal.

The ISRP completed its review of the Monitoring and Evaluation Plan for the Nez Perce Tribal Hatchery, and the associated supplemental Monitoring and Evaluation Action Plan document and submitted their findings to the Council on April 3, 2000. The ISRP review included a one-day meeting in Lapwai, Idaho, with NPT staff biologists and consultants. At the close of the Lapwai meeting, the ISRP requested a brief overview of the monitoring and evaluation plan that would consolidate much of the material in the larger documents and address several additional ISRP concerns. The ISRP received the overview document, Program Overview for Independent Science Review Panel Review, on March 24, 2000 (attachment 2). The overview did a good job of organizing and clarifying the hatchery project's monitoring and evaluation activities

The ISRP is satisfied with the monitoring and evaluation plan and the overall quality of the work done thus far. The Monitoring and Evaluation Action Plan adds substantial rigor to the overall monitoring and evaluation plan.

The purpose of this collaborative review with the ISRP was to ensure that the Nez Perce Tribal Hatchery Monitoring And Evaluation (M&E), Project was adequately designed. Through the review process, the proponents responded to all the requests to ensure that all information and clarification was available to the reviewers. This prompt attention allowed for a complete review. It is also Council's understanding that the other items discussed with the ISRP (i.e. cohort modeling, fitness-related parameters, release timing, PIT information, suitability of virtual population analysis, and adequate database structure) will be addressed in a revised version of the action plan to be submitted to Council by May 31, 2000. It is anticipated that this edited version of the M&E plan will guide the NPTH M&E program.

The results of the reviews were reviewed with the project proponents and form the basis for Fish and Wildlife Committee recommendations to the Council on the proposed actions for this project.

4. Recommend that the "biological triggers" need to provide additional detail and clarity to be indicators for success of this artificial propagation program

Based on the ISRP comments, it seems more straightforward to define the NPTH biological triggers in terms of adult salmon returning to the Clearwater system alone, rather than including Lyons Ferry hatchery returns. Along this same vein, the fall chinook triggers are defined in terms of adult returns, while the spring chinook trigger is defined in terms of SARs. The ISRP suggests defining the biological triggers using the common currency of returning adults, with whatever subtext is required to further define the trigger. The ISRP also highlighted the need for a complete harvest management plan for each hatchery in the basin, as suggested in discussions regarding implementation of the Artificial Production Review.

The Fish and Wildlife Committee concurs with these findings from the ISRP review regarding the "biological triggers". The Nez Perce Tribe has adequately developed a framework for establishing biological triggers. However, additional work is needed to provide detail and clarity to the specific biological triggers established to indicate success for the Nez Perce Tribal Hatchery. Needed improvements include using, as a measure of success, the number of returning adults to the release facility or natal waters that are being targeted for restoration. The performance biological triggers need to demonstrate that success has been achieved and that they have resulted in a benefit to the population being supplemented or restored. They should reflect success not only by returning adults to these natal waters, but by spawner success and that the resulting progeny are successful.

This proposal recognizes that any performance standards relying on adult returns need to be adjusted to reflect intervening factors, such as harvest and variable ocean conditions. Council staff believes that revisions of the performance standards to accommodate these details can be completed within a month or so, and could be to the Council by approximately May 31, 2000.

The Fish and Wildlife Committee does not recommend that a Council decision on the first phase of this project be delayed until the biological triggers are agreed upon. Continuation of this process and refinement of the performance standards for Nez Perce Tribal Hatchery should not delay Council action and may be best incorporated in the Artificial Production Review process that is now being implemented. It is also critical that the Nez Perce Tribe understands that the present Council cannot guarantee that a future Council will approve expansion of the facilities. However, the Council believes that if the project successfully meets these biological triggers, this achievement will be an important factor in any future decisions about whether the hatchery should be expanded or not

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