



File Code: 2670

Date: November 23, 2005

Route To:

**Subject:** Guidelines for Development of Project Proposals for Funding under the NW Power and Conservation Council's Columbia Basin Fish and Wildlife Program

**To:** Forest Supervisors: Beaverhead-Deerlodge, Bitterroot, Clearwater, Flathead, Helena, Idaho Panhandle, Kootenai, Lolo, Nez Perce, Boise, Humbolt-Toiyabe, Payette, Salmon-Challis, Sawtooth, Caribou-Targhee, Columbia River Gorge National Scenic Area Colville, Gifford Pinchot, Mt Hood, Malheur, Deschutes, Ochoco, Okanogan-Wenatchee, Umatilla, Wallowa Whitman, Willamette National Forests

A Partnership Agreement (MOU) has been developed between the Forest Service (Regions 1, 4 and 6) and Bonneville Power Administration (BPA) that enables National Forests alone, or in cooperation with other entities (states, tribes, etc.), to fund proposed projects on National Forest System (NFS) lands for BPA funding under the NW Power and Conservation Council's (Council) Columbia Basin Fish and Wildlife Program.

The Partnership Agreement is being implemented through an MOU, signed by the three Regional Foresters and BPA's Vice President for Fish and Wildlife (Attachment A). One of the key principles underlying this MOU is the agreement reached with BPA to fund proposed projects submitted by National Forests or Forest Service Research Stations through the Council's solicitation process. The MOU commits BPA to fund up to 70 percent and the Forest Service (and/or with other partners) at least 30 percent on a programmatic basis, averaged over three years (FY 07-09). **Although this a programmatic requirement, it will be important that each project submitted to the Council for funding try to attain this 30 percent goal to ensure that over three years we meet our commitment.** The Forest Service's cost-share portion may be in cash or in-kind (NEPA, etc.), or may come from other entities, such as, States, Tribes, other Federal agencies, private landowners, or non-governmental organizations. Tracking of cost-share information will be a shared responsibility between the Council, BPA, and the Forest Service.

For the period, 2007 through 2009, BPA has informed the Council that it will make available an annual average of \$143 million annually, with an additional \$36 million in funds for capital funding. BPA used comments gathered in public workshops, held throughout the region, on Fish and Wildlife costs to forecast these Fiscal Year 2007-2009 spending levels. The category of capital funds is subject to specific rules identified by the Treasury and BPA's Capital Policy. All BPA funds will be used in support of projects needed to mitigate adverse effects to fish and wildlife due to the existence and operation of the federal hydro-power system, and to fulfill their responsibilities under the ESA.

The Council advises BPA on funding decisions on proposals and oversees the annual "Project Solicitation Process". Approximately, 70 percent of these funds will be directed at projects/research supporting salmon and steelhead mitigation and recovery, with the remaining 30 percent in support of wildlife and resident fish species.



## CRB Forest Supervisors

The guidelines described in Attachment B were developed internally for use by National Forest fisheries or wildlife staff in development of project proposals to ensure that proposals submitted by a National Forest have a high probability of success under the Council's funding process. All proposals are due to the Council by **January 10, 2006** to be eligible for 2007 – 2009 funding. **Please note**, that *Subbasin Plans*, recently adopted into the Council's Columbia Basin Fish and Wildlife Program, will be critical reference and prioritization tool used in project selection. As part of the project selection process, the Council will rely upon groups organized at the subbasin or province scale to review proposed projects against *Subbasin Plans*. These groups are intended by the Council to be familiar with the *Subbasin Plans*, and represent fish and wildlife management, watershed boards, recovery boards (where applicable), and "as broad a set of interests as possible" (2007 Council Solicitation Process). These groups will not only evaluate proposals against the Subbasin Plans but are being requested by the Council to **propose a prioritized work plan for FY07-09 within the available planning budget to implement Subbasin Plans**. **We encourage forest technical staff to engage with these working groups in development of prioritized work plans as these will be the basis for Council funding decisions in 2007, 2008, and 2009.**

Please contact your respective Regional Fish Program Manager or Linda Ulmer, CRB Coordinator, at 503-808-2929, if you have any questions or concerns related to our ability to participate in development of individual *Subbasin* priority work plans. We also request that you CC: all project proposals submitted to the Council to your respective Regional Fish Program Manager and the CRB Coordinator, Linda Ulmer.

/s/ Linda Goodman  
LINDA D. GOODMAN  
Regional Forester,  
Region 6

/s/ Mary Wagner (for)  
JACK TROYER  
Regional Forester,  
Region 4

/s/ Abigail Kimbell  
ABIGAIL KIMBELL  
Regional Forester,  
Region 1

### Enclosures:

Memorandum of Understanding Region 6-Agreement No. 06-MU-11060000-435  
Guidelines for Development of Project Proposals

### CC:

A. Zimmermann, WO  
F. Norbury, WO  
Greg Delwich, Bonneville Power Administration  
Bob Austin, Bonneville Power Administration  
Doug Marker, NW Power and Conservation Council  
Lynn Palensky, NW Power and Conservation Council

**MEMORANDUM OF UNDERSTANDING**  
*between*  
**BONNEVILLE POWER ADMINISTRATION,**

**USDA FOREST SERVICE, NORTHERN REGION 1,**

**USDA FOREST SERVICE, INTERMOUNTAIN REGION 4,**  
*and*

**USDA FOREST SERVICE, PACIFIC NORTHWEST REGION 6,**  
*for*

**Partnership Agreement Between the United States Department of Agriculture, Forest Service and the Bonneville Power Administration for Fish and Wildlife Habitat Projects on National Forest System Lands for Fiscal Years 2007-2009**

- **This MOU will be effective on November 21, 2005 (*date of last signature*).**

This Memorandum of Understanding (MOU) is made and entered into by and between the Bonneville Power Administration hereinafter referred to as BPA and the USDA Forest Service, Northern Region 1, Intermountain Region 4, and Pacific Northwest Region 6 hereinafter referred to collectively as USDA FS and individually as Region 1, Region 4, and Region 6 respectively.

**I. PURPOSE:**

Beginning in fiscal year 2007, the Agencies propose to jointly take habitat actions on National Forest System lands to benefit fish and wildlife, particularly species listed under the Endangered Species Act (ESA). The goal of this MOU is to provide coordination between the agencies to achieve regional management, mitigation (BPA only), and recovery goals for ESA-listed and non-listed fish and wildlife in the Columbia River Basin.

**II. MUTUAL INTERESTS AND BENEFITS:**

Authorities: The USDA FS is authorized to implement habitat actions on National Forest System lands for ESA-listed and non-listed fish and wildlife in the Columbia River Basin pursuant to the National Forest Management Act of 1976 (NFMA), 16 U.S.C. § 1600 et seq. BPA's authorities include the Pacific Northwest Electric Power Planning and Conservation Act (Northwest Power Act) of 1980, 16 U.S.C. § 839b(h)(10)(A), and the Bonneville Project Act, 16 U.S.C. § 832a.

Responsibilities: The Forest Service remains fully responsible for its legal obligations for management of fish and wildlife habitat on National Forest System lands as defined in statute, Forest Plans, existing and new Biological Opinions from the National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (Fisheries) and the United States Fish and Wildlife Service (USFWS), environmental documents such as those prepared to comply with the National Environmental Policy Act (NEPA), and other related documents. BPA remains fully responsible for its legal obligations for management of the Federal Columbia River Power System (FCRPS) and the environmental requirements for the system under the ESA, Northwest Power Act, NEPA, and other applicable laws.

The parties agree that the USDA FS will typically, but not always, be the lead agency for purposes of NEPA and ESA compliance for all fish and wildlife projects for which the Agencies share responsibilities under this MOU. BPA will be the lead agency for coordinating projects with the Northwest Power and

Conservation Council (Council), the Independent Scientific Review Panel, and the Columbia Basin Fish and Wildlife Authority as necessary.

Priorities: Projects conducted jointly between BPA and the USDA FS on National Forest System land will implement priority actions identified in Forest Plans and watershed analyses including the Council's Subbasin Plans and the recovery plans of the USFWS and NOAA Fisheries.

### **III. PROJECT ELIGIBILITY REQUIREMENTS AND SELECTION PROCESS:**

To be eligible for joint funding under this MOU, project proposals must meet the following requirements.

1. All project proposals under this MOU must be endorsed and consistent with internal USDA FS guidance. The USDA FS may submit its own proposals or rely as it has historically on its non-federal partners (such as tribes or non-governmental organizations) to develop and submit proposals for consideration by the Council and BPA.
2. Projects in support of salmon, steelhead, or bull trout must provide documentation of linkage with spatially explicit and measurable environmental and biological benefits in one or more salmonid life stages.
3. All projects must be proposed for BPA funding by the Council after being solicited, reviewed, prioritized through the processes and procedures used in the program.
4. All projects must be consistent with the purposes of the Council's program and the Northwest Power Act, 16 U.S.C. § 839.
5. Work done under MOU will either be a defined FCRPS obligation or a shared responsibility by the agencies as described in Council Subbasin Plans. No project may propose BPA funding in lieu of that which other entities are authorized or required to provide, 16 U.S.C. § 839b(h)(10)(A), or augment the appropriations of any other agency, 31 U.S.C. § 1537.
6. The USDA FS will issue internal project selection guidance from each of Regions 1, 4 and 6 to guide its staff in determining project eligibility and priority under this MOU.

### **IV. CONTRACTING AND COST SHARING:**

Once BPA receives a final project recommendation from the Council and makes their own final project funding decisions, they will initiate discussions with the USDA FS to develop appropriate documentation and agreements necessary to implement the project or a group of similar projects.

1. The BPA may contract through the USDA FS to complete approved projects on National Forest System land consistent with the Economy Act, 31 U.S.C. § 1531. BPA may use its enabling statutes, including 16 U.S.C. § 832(f); 838(i) (b), and 839b(h)(10), to contract with the Forest Service.
2. BPA will fund up to 70 percent and the USDA FS and/or partners at least 30 percent on a programmatic basis, averaged over the term of this MOU. The USDA FS cost share portion may be in cash or in-kind and may come from other entities such as states, tribes, other federal agencies, private landowners and non-governmental organizations.

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or BPA from participating in similar activities with other public or private agencies, organizations, and individuals.
4. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through September 30, 2009 at which time it will expire unless extended.
5. TERMINATION. Any of the parties, upon one hundred and eighty (180) days prior written notice to the other parties, may terminate the instrument in whole, or in part, before the date of expiration.
6. PRINCIPAL CONTACTS. Unless otherwise specified, all correspondence between the Agencies shall be directed to the following:

The principal contacts for this instrument are:

Bonneville Power Administration  
William C. Maslen  
Director, Fish and Wildlife  
P.O. Box 3621 - KEW  
Portland, OR 97208-3621  
503-230-5549

USDA Forest Service  
Linda Ulmer  
Columbia River Basin Coordinator  
P.O. Box 3623  
Portland, OR 97208-3623  
503-808-2929

7. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
8. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

9. **AUTHORIZED REPRESENTATIVES:** By signature below, the parties certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this agreement.
10. Nothing in this MOU shall be construed as binding either Agency to perform beyond their legal authorities.
11. The participation by each agency in the actions and activities for which this MOU calls is contingent upon the availability of future appropriations or funding. Furthermore, execution of this MOU does not obligate any specific amount of agency expenditure in furtherance of this MOU, such expenditures being at the discretion of each agency.
12. Nothing in this MOU is intended to affect or impair tribal treaty rights or the trust responsibilities of the Agencies.
13. All data needed to identify and report individual and collective project progress and accomplishments to NOAA Fisheries for the FCRPS Biological Opinion will be housed in the current Action Agency FCRPS BiOp Access database or its successor. BPA may choose also to store and manage data in its PISCES database. Forest Service will be responsible for tracking and providing cost share and other financial, project management, and performance information to BPA, who may choose also to store and manage data in a separate database such as the Bonneville Enterprise System or its fish and wildlife project database, PISCES.
14. Each Agency shall make any records or documents related to a project implemented under this MOU available immediately upon request of the other Agency. Both Agencies shall cooperate to the fullest extent practicable to ensure appropriate courts, regulatory agencies, and those requesting information pursuant to statutes such as the Freedom of Information Act receive the information in a timely manner.
15. Each Agency shall bear its own costs and expenses of implementing this MOU unless agreed otherwise.
16. This MOU applies only to the fish and wildlife mitigation and recovery projects for which the Agencies share responsibilities and does not change or affect other existing arrangements or agreements between the Agencies.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.



\_\_\_\_\_  
Gregory K. Delwiche  
Bonneville Power Administration  
Vice-President, Environment Fish and Wildlife

Date: 11/4/05

/s/ Jim Golden (for)

\_\_\_\_\_  
Linda Goodman  
USDA Forest Service  
Regional Forester, Pacific NW Region 6

Date: 11/14/05

/s/ Abigail Kimbell

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Abigail Kimbell  
USDA Forest Service  
Regional Forester, Northern Region 1

Date: 11/21/05

/s/ Jack Troyer

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Jack Troyer  
USDA Forest Service  
Regional Forester, Intermountain Region 4

Date: 11/16/05

## ATTACHMENT B

### Guidelines for Development of Project Proposals

All proposed actions on NFS lands submitted to the Council for funding in FY 07, 08, 09:

- Will be subject to the same solicitation requirements as those proposed actions submitted by other entities (*the MOU does not give preferential treatment to proposed actions sponsored by the Forest Service or by other entities for projects on NFS lands*);
- Must demonstrate both consistency and priority with Subbasin Plans completed in 2004/2005, and adopted by the Council as amendments to the Columbia Basin Fish and Wildlife Plan ([www.subbasins.org](http://www.subbasins.org)). **Generally speaking, successful proposals for habitat protection and habitat restoration will be ones that implement the strategies and objectives in the Subbasin Plans adopted by the Council.**
- Must use the information, instructions, and form on the Council’s website for project proposals ([www.nwcouncil.org/fw/budget/2007](http://www.nwcouncil.org/fw/budget/2007)). We encourage forest staff to review this website to ensure that project proposals are consistent with the Council process;
- Recognize that the Forest Service remains fully responsible for funding of its own legal obligations, specifically, actions defined as NEPA mitigation or terms and conditions of Biological Opinions that are required to avoid “jeopardy”. Proposed actions ***should not be submitted*** that support actions that are required of the National Forest under ESA Section 7(a) (2) or as mitigation under NEPA, unless they allow for accelerated implementation to support recovery of ESA-listed species on NFS lands.

### Salmon and Steelhead Proposed Actions – Eligibility for Funding

In addition to the above, proposed actions on NFS lands will need to provide:

- Documentation of spatially explicit and projected measurable benefits (environmental, biological) in one or more salmonid life stages; and
- Meet one or more of the following criteria:
  1. Provide for long-term conservation of habitat identified as supporting priority populations of ESA-listed anadromous and resident salmonids, through restoration of underlying ecological/hydrological processes that are identified as limiting factors to their production; or
  2. Reconnect isolated high quality habitats or improve connections (fish passage) between high quality habitats; or
  3. Test the effectiveness of recovery strategies and approaches through research studies (consistent with Council’s Research, Monitoring, and Evaluation Framework); or
  4. Increase the likelihood of benefits to the recovery of species listed under ESA beyond what would be possible with Forest Service, BPA, or other funding alone.

As part of the Council’s Solicitation Process, proposed projects will be reviewed by an Independent Scientific Review Panel (ISRP) prior to formal consideration for funding.

ISRP *reviews* determine if proposed actions:

1. Are based on sound scientific principles, and;
2. Benefit fish and wildlife, and;
3. Have a clearly defined objective and outcome, and;



CRB Forest Supervisors  
ATTACHMENT B

4. Include provisions for monitoring and evaluation of the result, and
5. Are consistent with the Council's fish and wildlife program (Subbasin Plans).

ISRP *assesses* proposed actions to determine if they:

1. Provide a fully-developed proposal (objectives, tasks, methods), not abstract;
1. Describe the proposed action's relationship to other projects on this species within the geographic area (ESU, Recovery Unit, etc) funded by other entities;
2. Identify if it is a priority action through some established coordination group, if applicable;
3. Establish a basic logic pathway for defining the species or group that is the focus of the proposed action;
4. Clearly define/describe the key stressors responsible for depressed condition or conversely, in need of protection related back to Subbasin Plans (EDT- salmon or other approach used);
5. Provide a description of the conservation action/solution/strategy evaluated to improve or protect the species, to incorporate any supporting rationale on why a specific approach was selected. *Supporting rationale should include discussion on why a more "passive" strategy was not appropriate;*
6. Describe the expected outcome (project benefits, magnitude). *Outcomes should be cast as hypotheses to be evaluated after project completion;*
7. Describe how adaptive management will be applied (well-defined hypotheses, robust and rigorous monitoring/evaluation component & design). Include any linkages for cooperation and coordination with other regional monitoring efforts (e.g., FCRPS RME "Subbasin Pilot" program, PIBO/AREMP, etc.);
8. Tie back to the respective Subbasin Plan or other coordination effort (Recovery Plan, NMFS CHART process that identified limiting factors) and how.