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## **NORTHWEST POWER PLANNING COUNCIL**

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Ed Bartlett  
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October 7, 2002

### **MEMORANDUM**

**TO:** Council Members

**FROM:** Brian Allee and Lynn Palensky

**SUBJECT:** Deschutes Subbasin Planning Proposed Workplan Approval

#### **Proposed Action**

Staff recommends that the Council authorize the Executive Director to negotiate a contract with the Deschutes Resources Conservancy for the completion of the Deschutes subbasin plan. The total projected cost of completing this work will not exceed \$253,425.

#### **Background**

The Deschutes Resources Conservancy (DRC) is a non-profit organization that will be the contracting agent for the development of the Deschutes subbasin plan. The DRC is working under the guidance of the Deschutes Coordinating Group (DCG), a special ad hoc group organized in June 2002 under a Memorandum of Understanding to develop a comprehensive watershed restoration plan for the Deschutes Basin. The DCG membership includes watershed councils, cities, counties, irrigation districts, state, tribal and federal governments. The members (over 20 signatories), purpose and organization of the DCG can be found in the attached MOU. The Confederated Tribes of the Warm Springs Reservation express support for this effort through a separate letter also attached. Members and participants of the DCG have spent over a year preparing for subbasin planning. The final plan will be submitted to the Council for adoption into the Program and to the Oregon Watershed Enhancement Board for consideration and adoption by OWEB under state statute.

#### **Proposed Work Plan and Budget**

The workplan proposes a 14-month timeframe starting in December 2002 and ending in February of 2004. The workplan reflects the format and approach found in the Council's Technical Guide. Additional technical assistance and products will be provided to the DRC by the Level II technical team (TOAST) under separate contract(s). The funding allocated for this project has been approved by the Oregon Subbasin Planning Coordination Group and will not exceed \$253,425.00 in FY03/04.

October 9, 2002

Lynn Palensky  
Subbasin Planning Coordinator, NWPPC  
851 SW Sixth Avenue, Suite 1100  
Portland, OR 97204-1348

The Deschutes Resources Conservancy, as agent for the Deschutes Coordinating Group, has submitted a work plan for subbasin planning in the Deschutes Subbasin to the Oregon Subbasin Planning Coordination (Level II) Group (OCG) for review before forwarding it to the Northwest Power Planning Council.

The attached work plan, Memorandum of Understanding and letter of support from the Confederated Tribes of the Warm Springs Reservation have been reviewed and approved by both the Oregon Subbasin Planning Project Manager and the OCG. The Project Manager and the OCG join the Conservancy in requesting approval of this work plan.

We appreciate prompt attention by the Council and look forward to working together to complete the subbasin planning process in the Deschutes Subbasin.

Sincerely,

Eric Bloch  
Chair, Oregon Coordination Group  
Oregon Member, Northwest Power Planning Council

Attachments

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Deschutes Coordinating Group  
Deschutes Subbasin Plan Workplan

# **2000 Columbia River Basin Fish and Wildlife Program**

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Subbasin Planning  
Deschutes Subbasin  
Request for Funding

September 2002 revised October 7, 2002

# APPLICATION CERTIFICATION AND TRANSMITTAL

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To: Northwest Power Planning Council  
851 SW Sixth Avenue, Suite 1100  
Portland, OR 97204  
Attn: Contracts Officer

Through: Oregon Subbasin Planning Coordination Group

Contact Person: William Blosser

From: Deschutes Resources Conservancy, as agent for the Deschutes Coordinating Group  
P.O. Box 1560  
700 N.W. Hill St.  
Bend, Oregon 97709  
Contact Person: Gail L. Achterman, Executive Director

Request:

Through the Oregon Subbasin Planning Coordination Group identified above, the Deschutes Resources Conservancy, as agent for the the Deschutes Coordinating Group, is requesting contract financial assistance from the Northwest Power Planning Council for the development of the subbasin plan described below and in accordance with such funding conditions as may be required by the Council and the Bonneville Power Administration. This application is prepared with full knowledge and understanding of the Council's practices and procedures described in the attachments 1-3 of the request for funding materials provided.

Project Name: Deschutes Subbasin Plan  
Subbasin: Deschutes  
Province: Columbia Plateau

Certification:

I certify that to the best of my knowledge, the information provided in this application is true and correct and that the financial assistance requested will be utilized only for the purpose of carrying out the activities described in the attached statement of work.

Authorized Representative \_\_\_\_\_  
Signature Date

Printed Name and Title: Gail L. Achterman, Executive Director, Deschutes Resources Conservancy

## APPLICANT/ORGANIZATION INFORMATION

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Province name: Columbia Plateau

Subbasin name: Deschutes

Organization name: Deschutes Resources Conservancy,  
as agent for the Deschutes Coordinating Group.

Type of Organization: private non-profit  
corporation

Address: P.O. Box 1560, 700 N.W. Hill St.

City/Town: Bend

State, Zip: Oregon 97709

Telephone #541-382-4077

Email address: deschutesrc.org

FAX #541-382-4078

Describe organization purpose and legal status:

The Deschutes Resources Conservancy ("DRC") is an Oregon non-profit corporation dedicated to streamflow restoration and water quality improvement in the Deschutes Basin. It is authorized to receive federal funds and technical assistance under Public Law 106-270. The DRC is acting as agent for the Deschutes Coordinating Group, a special ad hoc group organized in June 2002 to develop a watershed restoration plan for the Deschutes Basin. The Deschutes Coordinating Group membership, purpose and organization is more fully described in the Memorandum of Understanding attached as Exhibit A.

### **Contract contact information:**

Project management coordinator:

Name: Gail L. Achterman

Mailing address: P.O. Box 1560

City/Town, State, Zip: Bend, Oregon 97709

Email address: gailachterman@deschutesrc.org

Telephone #541-480-0694

Contract administration representative:

Name: Scott McCaulou

Mailing address: Same as above

City/Town, State, Zip: Same as above

Email address: scottmccaulou@deschutesrc.org

Telephone #541-382-0020

# SUMMARY DESCRIPTION OF PROJECT

## Overall Approach

**Purpose.** The Deschutes Coordinating Group (“DCG”) was organized to establish a locally led process for cooperating local stakeholders, private citizens, public organizations, local, tribal, state and federal governments to develop a comprehensive watershed restoration plan for the Deschutes Basin in Central Oregon. The plan will be submitted to the Northwest Power Planning Council for (“NWPPC”) adoption as a subbasin plan under the Council’s Fish and Wildlife Program following the subbasin planning guidance adopted by the NWPPC. The plan will also be submitted to the Oregon Watershed Enhancement Board (“OWEB”) for consideration and adoption by OWEB as the goals and priorities for watershed restoration in the Deschutes Basin under ORS 541.371(1)(c).

The overall purpose of the planning effort goes beyond the requirements of the NWPPC subbasin planning process. The DCG seeks to develop a watershed restoration plan that identifies and prioritizes actions needed to:

- Protect and enhance streamflows to meet water quality standards, instream water rights, fish and wildlife habitat objectives and existing water rights;
- Maintain the resource land base in the Basin, consistent with acknowledged comprehensive land use plans, and the economic viability of the resource-based economy in the Basin;
- Meet municipal and industrial water needs over the next 50 years; and
- Promote sustainability and conservation consistent with the custom, culture and quality of life in the Basin.

**Organization.** The DCG includes representatives from basin organizations, watershed councils, cities, counties, irrigation districts, state agencies and federal land and resource management agencies. To date over 20 organizations have signed the MOU. Signatures are expected soon from state and federal agencies. The Confederated Tribes of Warm Springs have chosen not to sign the Memorandum of Understanding, but they are committed to participating actively in the planning process. See letter attached as Exhibit B. The organizational structure of the DCG is explained in detail in Exhibit A. All meetings of the DCG will be open to the public and participation by others interested in the subbasin planning effort will be encouraged.

The DRC will serve as fiscal agent for the DCG managing the contract with the NWPPC/BPA and contracting for other services, as required, to prepare the subbasin plan. The DRC has the authority to contract with the NWPPC and has extensive experience administering grant programs and managing projects. Further information on

the DRC's experience and capabilities is provided on its website, [www.deschutesrc.org](http://www.deschutesrc.org). The DRC will contract with an experienced technical writer to work as principal author of the plan. The writer will work closely with the technical teams and the DCG to compile, edit and write various sections of the draft assessment, inventory, management plan and subbasin plan.

The DRC will contract with Wy'East Resource Conservation & Development ("Wy'East") to handle all outreach and communication work, including meetings of the DCG. Wy'East's experience and capabilities are described on its website, [www.wyeastrcd.org](http://www.wyeastrcd.org). Patricia Gainsforth, a member of the Wy'East board of directors, has been selected as DCG chair. DCG meetings will be held monthly throughout the planning process.

**Coordination.** The organizational structure of the DCG assures coordination with all of the groups actively working on watershed restoration in the Deschutes Basin. The participants are committed to building on all of the watershed assessment and planning work that has already been done. The individuals serving on the DCG will assure that their organizations receive regular updates on the planning process so that as many people as possible track developments as they occur. They will take the lead in reviewing the subbasin assessment for accuracy, developing the vision and biological objectives and prioritizing action strategies.

**Technical Assistance.** The DCG will establish technical teams as needed to complete the various products required in the subbasin plan. It is anticipated that the DRC will contract with the Oregon Department of Fish and Wildlife ("ODFW") and the Confederated Tribes of Warm Springs ("CTWS") for assistance on: (1) fish and wildlife matters; and (2) update of the EDT analysis prepared on the Deschutes Basin in conjunction with relicensing of the Pelton/Round Butte hydroelectric project. We also anticipate contracting with Mobrand Biometrics, Inc. ("Mobrand") and the Northwest Habitat Institute to assist with the EDT analysis update and a workshop on ecological relationships. The U.S. Forest Service and the Bureau of Land Management will provide assistance on their land and resource management plans and watershed assessments, hydrology and fish and wildlife biology. Assistance on resource inventories on private lands will be provided by the Natural Resource Conservation Service. Assistance from state resources agencies will be provided through the Oregon Subbasin Planning Coordination Group and local agency representatives participating in the DCG in accordance with the Oregon Specific Guidance for subbasin planning. Cities and counties will provide information on land use and zoning and on municipal water supply needs.

### **Related Planning Efforts**

Extensive watershed analysis and planning has already been done in the Deschutes Basin. These existing assessments and plans will be used to prepare the assessment, particularly the Subbasin Summary on the Deschutes prepared by the Oregon Department of Fish and Wildlife for the NWPPC in 2001 and the extensive reports prepared by the Confederated Tribes of Warm Springs and Portland General Electric on

relicensing of the Pelton/Round Butte hydroelectric project. Other key documents include the watershed assessments prepared by the watershed councils, soil and water conservation district geographic priority areas, federal land management agency land and resource management plans (including the data in the Interior Columbia Basin Ecosystem Management Project), irrigation district water conservation plans, the Bureau of Reclamation Special Report, "Upper Deschutes Water Conservation Study" (1997), ODFW fish management plans and local zoning regulations and land use plans.

The DCG seeks to coordinate this planning process with several other on-going planning efforts. Specifically, the Oregon Department of Environmental Quality is currently preparing total maximum daily load allocations for rivers and streams in much of the Basin. They are scheduled for completion between now and 2007. See [www.deq.state.or.us/wq/303list/TMDLs](http://www.deq.state.or.us/wq/303list/TMDLs). The Oregon Department of Agriculture is preparing agricultural water quality management area plans. The plan for the Lower Deschutes was adopted in 2001 and the plan for the Middle Deschutes is now under review. The planning process is just starting for the Crooked River subbasin. The subbasin plan should integrate the Total Maximum Daily Load ("TMDL") implementation plans and the area water quality management plans.

The DCG also seeks to have the subbasin plan serve as the foundation for the recovery plans now being developed by the National Marine Fisheries Service for listed species of anadromous fish in the subbasin and by the U.S. Fish and Wildlife Service for bull trout.

### **Timeframe**

Members of the DCG have spent over a year getting organized for subbasin planning. This has included meetings with cities, counties, watershed councils, soil and water conservation districts, irrigation districts and others to explain the subbasin planning process. Representatives of the group have also attended many meetings with NWPPC staff and the Oregon Subbasin Planning Coordination Group. Based upon contract award on or before December 15, 2002 and a 14-month planning process, the timeline and milestones are as follows:

March 2003	Complete subbasin assessment, including species characterization and status, environmental conditions, ecological relationships, and limiting factors.
April 2003	Complete inventory of existing activities.
July 2003	Complete draft vision and biological objectives.
December 2003	Complete draft management plan.
February 2004	Submit draft management plan to NWPPC.

## **Public Participation and Involvement**

Broad participation in the subbasin planning process is already assured through the formation of the DCG. It is broadly representative of basin citizens and their various interests in the watershed. The DCG composition assures visibility, prestige and support for the subbasin planning effort within the Basin. Wy'East RC&D is working with other participants to develop a comprehensive outreach plan, building on the regular open public meetings of the DCG. The goal is to assure that all of those interested in watershed restoration know about the planning process and have an opportunity to participate and comment.

All meetings will be publicly noticed, a website has been set up specifically for the subbasin planning effort, meetings will be scheduled to brief local elected officials and special public meetings/hearings will be held at key stages of the planning process to obtain public input and comments. A more detailed description of the planned public involvement activities is included in the statement of work and budget.

Involvement of the Federal land management agencies, predominantly the USDA Forest Service and the USDI Bureau of Land Management is critical for ensuring a successful planning effort since nearly 50 percent of the land in the Basin is federally owned and managed. Participation includes providing technical support and data as well as providing information to insure subbasin plan compatibility with the land use management plans for the basin. This collaboration will avoid duplication of planning efforts as well as promote integration and coordination in project planning.

## STATEMENT OF WORK

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The DCG will prepare the subbasin plan using the NWPPC Technical Guide for Subbasin Planners and the Oregon Specific Guidance. The basic approach will be for the writer to prepare chapters of the plan for review by the DCG. Materials provided by the Oregon Subbasin Coordinating Group will be integrated into appropriate chapters. If the DCG concludes that additional technical work is needed in order to prepare particular chapters, a technical team appropriate to the issue will be formed and additional technical assistance will be obtained. State agencies may provide technical assistance, but only to the extent that they have resources available to do so. The assessment will be based on existing data and plans. The DCG is committed to focusing its efforts on development of the management plan and strategies. Public outreach and involvement will be built in at every stage of the planning process.

### Startup

The planning process has already begun in the Deschutes Basin through the development of the Memorandum of Understanding forming the DCG and the extensive meetings among all participants to identify an agreed upon purpose and approach to the planning process. The process will proceed upon signing of a contract with the NWPPC/BPA. At startup the Project Manager will set up detailed project management tracking and accounting systems.

The DRC will contract with Wy'East RC&D for outreach and coordination services and with Barbara Taylor, the writer/planner who will take the lead in drafting the plan. The DRC will develop appropriate project management systems to track and manage the planning process and associated contracts. The DRC will contract with ODFW and the CTWS for fish and wildlife technical support services.

The DCG will announce the beginning of the planning process and solicit participation from other qualified entities in the DCG. The Outreach Coordinator will meet with others who may be interested in the planning process and discuss how they can participate. The Outreach Coordinator will also meet with key public officials and editorial boards throughout the Basin to make them aware of the planning process and solicit their issues and concerns. A website has been established for use during the planning process, [www.wyeastred.org/dcg](http://www.wyeastred.org/dcg), and it will be publicized during the startup period.

### Assessment

**Subbasin Overview.** The writer/planner will work with the DCG to identify and gather the existing plans, watershed assessments and reports on the Deschutes Basin. Working with these documents and the Subbasin Summary, the writer will prepare the subbasin description for review by the DCG. The overview will describe the geography, land ownership, biological and environmental situation in the Basin. Information needed

on how the Deschutes Basin fits into the overall regional context will be provided by the Technical Outreach Assistance and Support Team (“TOAST”) and included in the overview. If this information is not available by October 30, 2002, it will be added later.

The overview will be completed by the writer between December 15, 2002 and January 30, 2003 and reviewed in sections by the DCG at its meeting in February, 2003.

**Species Characterization and Status.** ODFW and CTWS will identify the focal species based upon ESA status, state sensitive species lists, cultural importance and other factors. The list will be reviewed by a technical review team from federal land management agencies and others, before review by the DCG. Based upon the list of focal species, the writer will work with ODFW and CTWS to delineate and characterize each species and the conditions needed to assure their long-term sustainability in the Basin. This work will utilize input from the TOAST to assure consistency. NMFS and/or the NWPPC will provide needed information on out-of-subbasin effects and assumptions for each focal species. The USFWS will be contacted to obtain information on focal species as well and NOAA Fisheries.

This step will be completed by February 1, 2003 and will be reviewed by the DCG initially at its October meeting with detailed review at the February 2003 meeting. The ODFW and CTWS biologists will spend 2 weeks each on this step. The writer will spend one week on this step.

**Environmental Conditions.** The writer will develop the description of existing conditions based upon the Subbasin Summary and existing plans and watershed assessments. This description will be reviewed by the DCG to assure that it accurately provides a benchmark of the present situation. The TOAST will provide database structures, data input, retrieval tools and standard report templates to use in the plan. The TOAST will also provide coarse screen EDT data sets. CTWS will work with TOAST and Mobrand to update the EDT analysis done for relicensing of the Pelton/Round Butte Project.

The writer’s time on this section is included in the 6 weeks of time allocated to the overview. The description of existing conditions will be completed by January 31, 2003. The CTWS biologist will spend 2 weeks working with Mobrand to update the EDT analysis focusing on defining reaches and inserting as much information as possible into the Level II parameters for each reach.

**Ecological Relationships.** A 5-day workshop will be held with Mobrand, Northwest Habitat Institute and a technical team from ODFW, CTWS, other state and federal agencies and technical experts to analyze the key interspecies relationship and the key functional relationships, processes and functions of the focal species. The writer will then work with the TOAST, ODFW and CTWS to prepare a written assessment of habitat population interactions for the focal species. This section will then be reviewed by the full DCG.

The workshop will take the ODFW biologist and the CTWS biologist 1 week each to prepare for. The workshop would be held in late January or early February 2002. The ODFW/CTWS biologists would lead and coordinate the workshop. They would work with Mobrand, the Northwest Habitat Institute and the TOAST for another week to complete the assessment. The writer would spend another week integrating this assessment into the overall assessment.

**Limiting Factors and Conditions.** Based upon the analysis of environmental conditions and analysis of ecological relationships, the Technical Team participating in the workshop will identify the limiting factors and conditions that inhibit the ecological processes needed for sustainable populations of the focal species. The description and discussion of limiting factors and conditions will be reviewed by the DCG and documented, including data sources.

The analysis of limiting factors and conditions would be integrated with work on the ecological relationships. Both the description of ecological relationships and limiting factors would be completed by February 15, 2003 and presented to the DCG at its March 2003 meeting.

**Interpretation and Synthesis.** All of the information and analysis above will be used to develop alternatives for the management plan. Key assumptions will be stated and the key factors that impede optimal ecological function and biological performance for the focal species will be identified. Near term opportunities will be identified based upon areas that are high priorities for protection, needed reference sites and high priority areas for restoration. Prudent interim strategies and actions will be described and prioritized. This work will be done by the Technical Team with assistance from the TOAST. The ODFW/CTWS biologists will spend 2 weeks each on this effort. The writer will spend one week to present it in a form suitable for inclusion in the Subbasin Plan so that it can be reviewed by the DCG.

The draft assessment will be completed by the end of March 2003.

## **Inventory**

While the assessment is being done, the DRC will work with the DCG to prepare the inventory of existing activities. Current management strategies and restoration projects that are complete or on-going will be briefly summarized. The focus of the inventory will be on identifying areas that are protected or will be protected and identifying the gaps between these areas and additional needed actions. All DCG members and other organizations that may be involved in restoration work will be interviewed or surveyed. The inventory will be reviewed by the full DCG at its March 2003 meeting and reviewed with the public. It will be completed in April 2003.

## **Management Plan**

**Vision.** The vision will be developed and written by the DCG as a whole. It will describe the desired future condition of the Basin. The vision statement will be

completed and available for public review by May 2003. The Outreach Coordinator will take the lead on working with all DCG members to develop the vision statement (80 hours).

**Biological Objectives.** The biological objectives will be based on the vision statement. They will explain how the limiting factors will be addressed and describe and quantify the resulting changes in biological performance of the focal species. The biological objectives will be developed by the Technical Team with support from ODFW, CTWS and the TOAST. They will be reviewed by the full DCG before adoption. They will be completed by June 2003.

**Strategies.** The strategies are the heart of the plan. Developing the strategies will take from June through September 2003. The initial proposed strategies will be developed by the Technical Team (320 hours of time investment by the ODFW and CTWS biologists), but they will be reviewed by the full DCG. Through the public participation process and the DCG, strategies will be prioritized and implementation sequence will be determined. The strategies will be directly linked to achieving the biological objectives. A data gap strategy will be included to assure that any data gaps identified in the planning process are filled.

**Consistency with ESA and Clean Water Act Requirements.** The DRC will work with the USFWS and NMFS to evaluate consistency with ESA requirements and with DEQ to determine consistency with Clean Water Act requirements. The plan will explain how the objectives and strategies are integrated with recovery goals for listed species and TMDL implementation plans.

**Research, Monitoring and Evaluation.** Research needs will be identified to assure that the critical assumptions in the analysis are addressed and data gaps filled. Additional monitoring and research studies needed for improved decision making will be identified. This portion of the plan will be developed by the Technical Team, but will be reviewed by the DCG to assure that it meets decision making needs and priorities. The TOAST will assist with preparation of the monitoring and evaluation component.

The draft management plan will be completed by December 2003 in order to allow adequate time for public review and response to comments before the plan is submitted to the NWPPC. A key opportunity and focus for public involvement will be the 2003 State of the Deschutes conference at Kah-Nee-Ta in December 2003.

## **Budget**

Please see attached spreadsheet.

### Assumptions:

1. The DCG will meet monthly for 14 months.

2. CTWS and ODFW biologists will work on contract to lead the Technical Team. Other Technical Team members will contribute their time, based upon agreements with the agencies on what they can provide.
3. The Project Manager will submit monthly written progress and financial reports to the Oregon Coordinating Group and BPA. The Project Manager will coordinate with the Oregon Coordinating Group and the TOAST liaison throughout the process and coordinate with all subcontractors (writer, outreach coordinator, CTWS and ODFW) on all deliverables. The Project Manager will also convene technical teams, as needed.

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**April 5, 2002**

**Memorandum of Understanding  
Deschutes Basin Coordinating Group**

**1. INTRODUCTION**

The Northwest Power Planning Council (“NWPPC” or “Council”) adopts a Fish and Wildlife Program under the Northwest Power Planning Act to guide the investment of fish and wildlife restoration funds by the Bonneville Power Administration (“BPA” or “Bonneville”). The Council’s 2000 Fish and Wildlife Program calls for the adoption, by the Council, of subbasin plans in each major subbasin of the Columbia River Basin between 2002 and 2004.

The purpose of the Memorandum of Understanding is to form a group and establish a process that will be used by cooperating local stakeholders, private citizens, public organizations, local, tribal, state and federal governments to develop a watershed restoration plan for the Deschutes Basin in Central Oregon. The plan will be submitted to the Northwest Power Planning Council for adoption as a subbasin plan under the Council’s Fish and Wildlife Program. The plan will also be submitted to the Oregon Watershed Enhancement Board (“OWEB”) for consideration and adoption by OWEB as the goals and priorities for watershed restoration in the Deschutes Basin under ORS 541.371(1)(c).

The purpose of an adopted subbasin plan is to direct Bonneville funding to projects that enhance, mitigate and protect fish and wildlife populations that have been adversely impacted by the operation and maintenance of the Columbia River hydroelectric power system. The Council, Bonneville, the U.S. Bureau of Reclamation, the National Marine Fisheries Service (“NMFS”) and the U.S. Fish and Wildlife Service (“USFWS”) intend to use adopted subbasin plans to help meet requirements of the 2000 Federal Columbia River Power System Biological Opinion. The NMFS and the USFWS intend to use subbasin plans as building blocks for recovery planning for threatened and endangered species. The Oregon Department of Environmental Quality is interested in using such plans in developing and adopting implementation plans for total maximum daily load allocations under the Clean Water Act as well.

**2. DEFINITIONS**

2.1 “Basin” means all lands drained by the Deschutes River and its tributaries.

2.2 “Consensus” means an agreement of all parties that they can support an idea, proposal, alternative or recommendation, recognizing that not every party supports every idea, proposal, alternative or recommendation with equal enthusiasm. The “consensus” position represents the collective, general agreement of the participants on a topic, even though individual

participants may prefer their own position over the collective position. Participants signing this MOU agree to support the collective “consensus” position. The anticipated product of the planning process is a Plan that each party to this agreement can support for adoption by the Council, or at a minimum not challenge before the Council.

- 2.3 “Council” means the Northwest Power Planning Council.
- 2.4 “Coordinating Group” means the group of representatives of all Parties formed under Section 3 of this Agreement.
- 2.5 “Fiscal Agent” means the Party to this Agreement who will contract with the Council for the preparation of the Plan in order to oversee contract management for the Coordinating Group.
- 2.6 “Limiting Factors” means conditions that prevent or impede watershed restoration. When used in reference to fish and wildlife, “limiting factors” refers to conditions that currently inhibit populations and ecological processes and functions relative to their potential.
- 2.7 “Party” means any signatory to this Agreement.
- 2.8 “Plan” means the plan for protection, mitigation and enhancement of fish and wildlife resources and water quality through watershed restoration that will be prepared under this Agreement and submitted to the Council for adoption as a subbasin plan under the Council’s Fish and wildlife Program.
- 2.9 “Restoration” means to take actions likely to achieve sustainable population levels of native fish or wildlife and their habitat and meet applicable harvest objectives, water quality standards and instream water rights.
- 2.10 “Subbasin Assessment” means a compilation of existing scientific and technical information about the Deschutes watershed prepared in accordance with the Subbasin Assessment template adopted by the Council. The Subbasin Assessment for the Basin shall incorporate and build upon the existing watershed assessments submitted to the Oregon Watershed Enhancement Board and by federal land management agencies under the Northwest Forest Plan.
- 2.11 “Technical Teams” means interdisciplinary technical teams appointed by the Coordinating Group to assist in development of the Plan as described in Section 7.

### **3. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish a local group to prepare a watershed restoration plan for the Deschutes Basin in Central Oregon. The purpose of the Plan is to identify and prioritize actions needed to:

Protect and enhance streamflows to meet water quality standards, instream water rights, fish and wildlife habitat objectives and existing water rights;

Maintain the resource land base in the Basin, consistent with acknowledged comprehensive land use plans, and the economic viability of the resource-based economy in the Basin;

Meet municipal and industrial water needs over the next 50 years; and

Promote sustainability and conservation consistent with the custom, culture and quality of life in the Basin.

### **4. OPERATING PRINCIPLES**

As a foundation for developing the Plan, Parties in the process agree to the following goals and operating principles:

- 4.1.1 Within the constraints of time, resources and existing regulatory program mandates and financial resources, develop a Plan to protect and restore the natural resources of the Basin including fish, wildlife and water quality in order to ensure regional economic viability and environmental quality for future generations.
- 4.1.2 Develop a Plan that will guide future investments in watershed restoration funding by the Council, Bonneville, the Oregon Watershed Enhancement Board and other funding organizations.
- 4.1.3 Be consistent with and, to the extent possible, assist in addressing the requirements of the Endangered Species Act, the Clean Water Act, the Oregon Plan and other laws and regulations.
- 4.1.4 Build upon past and on-going planning efforts by all Parties to avoid redundancy, accelerate preparation and maximize results. These existing efforts include, among others, watershed assessments, agricultural water quality management plans, Oregon Department of Fish and Wildlife fish management plans, federal land and resource management plans and planning done in conjunction with relicensing the Pelton/Round Butte hydroelectric project and the “Upper Deschutes River Basin Water Conservation Study” prepared by the U.S. Bureau of Reclamation and the Oregon Water Resources Department (April 1997).

- 4.1.5 Consider the entire Basin including the cumulative impacts and benefits of activities in the Basin.
- 4.1.6 Prioritize restoration needs and opportunities and, to the extent possible, identify potential mechanisms to help fund implementation efforts.

## 5 PARTIES

Anyone of the following governmental or quasi-governmental organizations may participate as parties to this Memorandum of Understanding:

- 5.1 Basin Organizations.
  - 5.1.1 Deschutes Resources Conservancy
  - 5.1.2 Wy'East RC & D
- 5.2 Confederated Tribes of Warm Springs.
- 5.3 Soil and Water Conservation Districts.
  - 5.3.1 Deschutes SWCD
  - 5.3.2 Crook SWCD
  - 5.3.3 Jefferson SWCD
  - 5.3.4 Sherman SWCD
  - 5.3.5 Wasco SWCD
- 5.4 Watershed Councils.
  - 5.4.1 Crooked River Watershed Council
  - 5.4.2 Upper Deschutes Watershed Council
  - 5.4.3 Trout Creek Watershed Council
  - 5.4.4 Willow Creek Watershed Council
  - 5.4.5 Sherman County Area Watershed Councils
  - 5.4.6 Wasco County Area Watershed Councils
- 5.5 Cities.
  - 5.5.1 City of Antelope
  - 5.5.2 City of Bend
  - 5.5.3 City of Culver
  - 5.5.4 City of Madras
  - 5.5.5 City of Maupin
  - 5.5.6 City of Metolius
  - 5.5.7 City of Prineville
  - 5.5.8 City of Redmond
  - 5.5.9 City of Sisters
- 5.6 Counties.

- 5.6.1 Crook County
- 5.6.2 Deschutes County
- 5.6.3 Jefferson County
- 5.6.4 Sherman County
- 5.6.5 Wasco County
  
- 5.7 Irrigation Districts.
  - 5.7.1 Arnold I.D.
  - 5.7.2 Central Oregon I.D.
  - 5.7.3 Ochoco I.D.
  - 5.7.4 North Unit I.D.
  - 5.7.5 Squaw Creek I.D.
  - 5.7.6 Swalley I.D.
  - 5.7.7 Tumalo I.D.
  - 5.7.8 Juniper Flats District Improvement Company
  - 5.7.9 Rock Creek District Improvement Company
  - 5.7.10 Badger District Improvement Company
  - 5.7.11 Lost and Boulder Ditch Improvement District
  
- 5.8 State Agencies.
  - 5.8.1 Oregon Department of Fish and Wildlife
  - 5.8.2 Oregon Department of Agriculture
  - 5.8.3 Oregon Department of Environmental Quality
  - 5.8.4 Oregon Department of Water Resources
  - 5.8.5 Oregon Department of Parks and Recreation
  - 5.8.6 Oregon Department of Forestry
  - 5.8.7 Central Corridor Community Solutions Office
  
- 5.9 Federal Management Agencies.
  - 5.9.1 U.S. Bureau of Land Management
  - 5.9.2 U.S. Bureau of Reclamation
  - 5.9.3 U.S. Forest Service

Other governmental or quasi-governmental organizations may join the Coordinating Group at any time during the planning process upon consent of all parties and execution of this Agreement. The Parties agree to cooperate and to provide technical and financial assistance, as available, in the preparation of the Plan for restoration of the Deschutes Basin watershed. The planning effort will be accomplished jointly through the Deschutes Basin Coordinating Group, comprised of representatives of all parties to this Agreement. Participation in the process is voluntary.

## **6 FEDERAL AGENCY PARTICIPATION**

All other federal agencies with authority and responsibility within the Basin may participate in the planning process. Coordination methods will be established to assure that:

- Other federal agencies receive timely on-going information regarding preparation and contents of the Plan.
- Other federal agencies participate and provide input into the planning process.
- The Plan is consistent, to the extent feasible, with related plans for the Basin.
- Technical support from other federal agencies is facilitated during the planning process.
- Input is received from the Environmental Protection Agency, the U.S. Fish and Wildlife Service and the National Marine Fisheries Service so that the Plan may be the foundation for recovery plans and total maximum daily load allocations in the Basin.

## **7. COORDINATING GROUP**

Each Party to this Agreement shall be represented by one spokesperson on the Basin Planning Coordinating Group for the planning process. The Coordinating Group will guide the planning process. The responsibilities of the Coordinating Group are to: (1) provide consensus based recommendations based upon information developed by the Technical Teams after input from all participants; (2) establish protocols to facilitate decision making and communication regarding the contents of the Plan; (3) establish and guide the Technical Teams; and (4) develop a Plan with specific goals, priorities and actions for watershed restoration.

At the first meeting of the Coordinating Group, the Chair will be selected by all parties. The Chair will be responsible for preparing the agenda for all meetings, leading discussions at the meetings, recording the meetings and all other aspects of facilitating the planning process.

## **7. TECHNICAL TEAMS**

The Coordinating Group may establish technical teams. The Technical Teams shall be interdisciplinary teams organized to draw upon the knowledge, skills and abilities of different parties, resources agencies, tribes and organizations. Technical teams, acting through the fiscal agent, may contract with outside professionals to perform their assigned tasks. The duties and responsibilities of the technical teams are: (1) to prepare the Subbasin Assessment, including identification of Limiting Factors; (2) to inventory existing fish, wildlife and watershed restoration programs and activities within the Basin; (3) to develop specific biological objectives that clearly describe the physical and

biological changes needed to achieve the watershed restoration vision; and (4) to prepare the initial draft of the Plan for review and consideration by the Coordinating Group.

## **9. FISCAL AGENT**

The Coordinating Group shall select a fiscal agent to contract with the Council and other organizations for preparation of the plan. The fiscal agent will act as the fiscal agent and contracting officer for all Parties to this Agreement. The fiscal agent will contract with other organizations for the services necessary to complete the Plan.

## **10. THE PLAN AND THE PLANNING PROCESS**

The Plan will identify the goals for watershed restoration, establish the strategies to meet the goals and define objectives to measure progress toward the goals. The Plan will consist of four parts: an inventory of existing programs, activities and management plans, an assessment of biological potential and opportunities for restoration and a management plan. The management plan will include a vision statement, biological objectives, strategies and both short and long-term budgets for implementation.

The Parties will follow guidance provided by the NWPPC for the subbasin planning process and expect to take the following steps in the process:

- 10.1 Develop and Approve Work Plan and Budget
- 10.2 Review Subbasin Summary
- 10.3 Prepare Subbasin Assessment
  - 10.3.1 Review and integrate existing assessments and plans
  - 10.3.2 Integrate EDT analysis
  - 10.3.3 Develop Working Hypotheses (Limiting Factors)
- 10.4 Inventory Existing Program and Activities
- 10.5 Develop and Approve Vision Statement
- 10.6 Identify Biological Objectives
- 10.7 Develop Strategies and Priorities
- 10.8 Prepare and Review Draft Management Plan
- 10.9 Distribute Draft Plan for Public Review and Comment
- 10.10 Revise Draft Plan in Response to Comments
- 10.11 Submit Plan to Council and OWEB
- 10.12 Submit Plan to Governing Bodies of all Parties
- 10.13 Coordination with Federal, Tribal and State Regulatory Agencies

## **11. PUBLIC PARTICIPATION AND COMMUNICATION DURING THE PLANNING PROCESS**

- 11.1 Public Participation. All meetings of the Coordinating Group and Technical Teams shall be open to the public and subject to the

requirements of the Oregon Public Meetings Act. All records of the Coordinating Group shall be subject to the Oregon Public Records Act. The Coordinating Group shall solicit and encourage participation in the planning process by all citizens and organizations in the Basin who are interested in and support watershed restoration.

## 11.2 Communication.

11.2.1 While Parties are encouraged to advocate for management strategies and plan provisions, Parties agree to refrain from unnecessarily characterizing the opinions, interests, positions, motivations or values of any other participant or group in any public discussions.

11.2.2 Parties will listen to each other and will keep open minds during the planning process. Parties will refrain from lengthy speeches during group meetings and will refrain from side conversations.

11.2.3 Parties will not personally attack or question the motivation of any other participant.

11.2.4 Parties accept responsibility for keeping their associates, colleagues, clients constituencies, boards, commissions and councils informed of the progress, to seek advice and comment from them and to work with them to understand the perspectives of other parties to the planning process.

11.2.5 Parties agree to bring back to the planning process relevant advice and comments from their associates, colleagues, clients, constituents, boards, commissions and councils.

11.2.6 Parties agree to work out differences through the planning process and not in the press or other public arenas.

## 12. INTERNAL DECISION MAKING

12.1 In order to facilitate the broadest possible consideration of options and solutions, all suggestions and offers will be regarded as tentative until full agreement is reached.

12.2 During Coordinating Group meetings, the Chair will be responsible for polling representatives to assess the degree of agreement on any given issue. For group decisions related to the process, the Chair will assume general agreement if there is no dissent. Parties are responsible for providing the Chair with a clear indication of their level of agreement.

- 12.3 Parties will not agree to any provisions, action or agreement for which they are unwilling to seek the concurrence of those who share their interest and/or those they directly represent.
- 12.4 Parties understand that many parties to this Agreement do not have the authority to bind those whose interests they represent or whose interest they attempt to represent or articulate; and that agreement reached with such parties must remain tentative until the Basin Plan is adopted or approved by the governing board of the Party.

### **13. TIMELINES, IMPLEMENTATION AND FUNDING**

- 13.1 The Parties agree to actively support work under this Agreement aimed at adoption of the Basin Plan by the Council and OWEB by Fall 2003 considering limitations imposed by availability of necessary personnel and budgets
- 13.2 The Parties agree that nothing in this Agreement commits their respective organizations to adopt or approve the Basin Plan, however, all Parties agree to submit the Basin Plan to their governing boards for adoption and inclusion in their own plans to the extent possible.

### **14. GENERAL PROVISIONS**

- 14.1 Any Party may terminate its participation in this Memorandum of Understanding after thirty (30) days prior notice to the other Parties. During the intervening thirty (30) days, the Parties agree to actively attempt to resolve outstanding disputes or disagreements.
- 14.2 All Parties recognize that the Parties and their representatives have statutory responsibilities and otherwise which cannot be waived or abrogated. This Agreement does not affect such non-discretionary mandates.
- 14.3 Nothing in this Agreement shall commit the Parties or their representatives to expenditure of funds not appropriated by law and administratively allocated for the Basin Planning process.
- 14.4 Amendments to this Agreement may be proposed by any Party and shall become effective upon written approval of all Parties.
- 14.5 This Agreement shall terminate automatically upon approval of the Basin Plan by the Northwest Power Planning Council.

**15. DISCLAIMERS**

Nothing in this Agreement shall affect the legal position of any party on any issue through waiver, estoppel or other similar principle.

**16. SIGNATURES OF PARTICIPANTS**

16.1 By signing this Agreement, I understand that I am agreeing to participate in the Basin Planning process as described in this Agreement and that I will comply with the terms and conditions of the Agreement. I understand that I will be identified as a Participant in the planning process and will be represented on the Planning Coordinating Group.

16.2 This Agreement may be signed in counterparts if signed signature pages are sent to the Deschutes Resources Conservancy at P.O. Box 1560, Bend, Oregon 97709.

**17. EFFECTIVE DATE**

This Agreement shall be effective upon signature by sixteen of the parties identified in Section 5 above.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Designated Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_