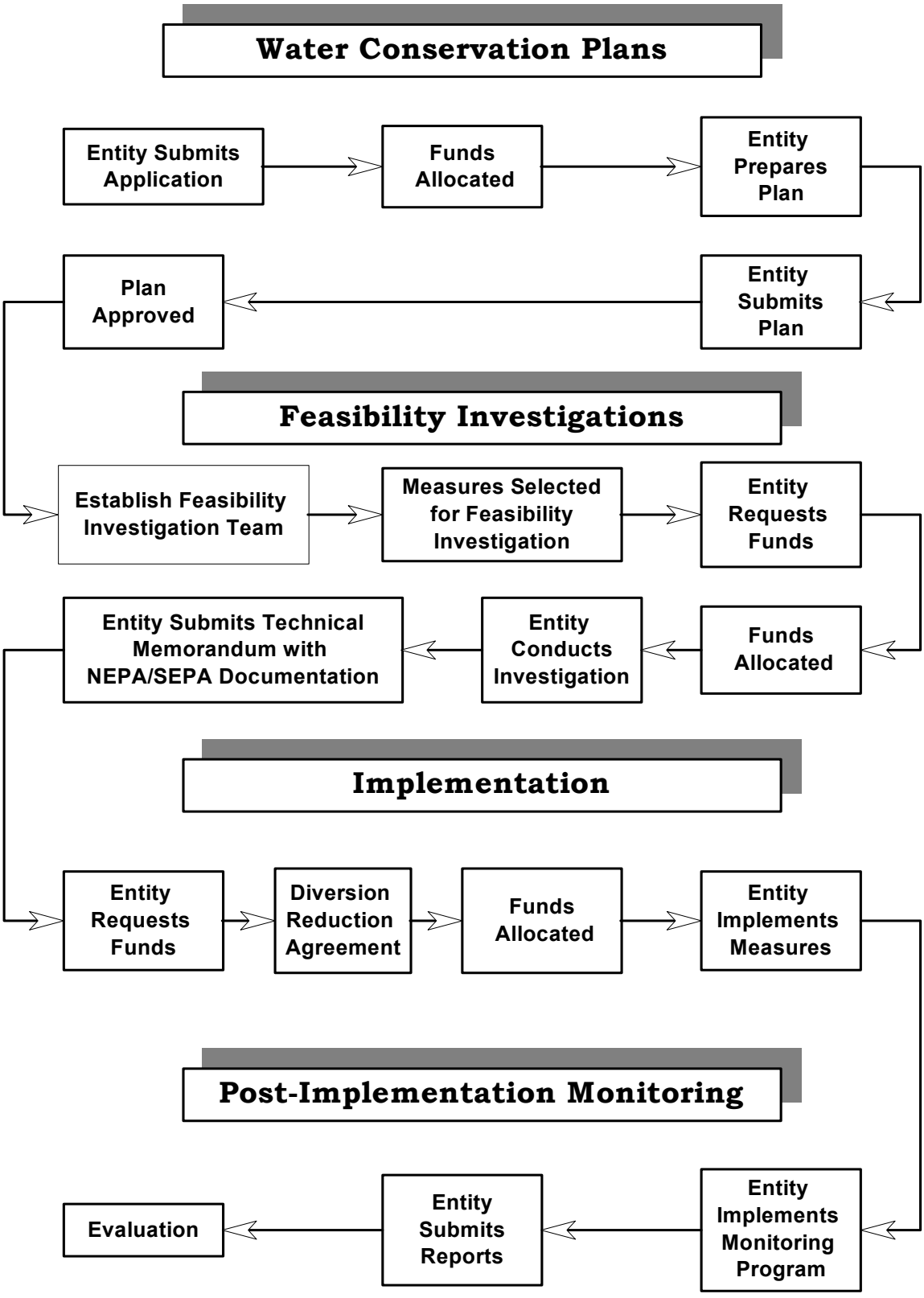
APPENDIX
TO THE
BASIN CONSERVATION PLAN

for the

YAKIMA RIVER BASIN
WATER CONSERVATION PROGRAM

Yakima River Basin Conservation
Advisory Group
April 1998

BASIN CONSERVATION PROGRAM PROCESS FLOW CHART



TITLE XII--YAKIMA RIVER BASIN WATER ENHANCEMENT PROJECT

SEC. 1201. PURPOSES.

The purposes of this title are--

(1) to protect, mitigate, and enhance fish and wildlife through improved water management; improved instream flows; improved water quality; protection, creation and enhancement of wetlands; and by other appropriate means of habitat improvement;

(2) to improve the reliability of water supply for irrigation;

(3) to authorize a Yakima River basin water conservation program that will improve the efficiency of water delivery and use; enhance basin water supplies; improve water quality; protect, create and enhance wetlands; and determine the amount of basin water needs that can be met by water conservation measures;

(4) to realize sufficient water savings from the Yakima River Basin Water Conservation Program so that not less than 40,000 acre-feet of water savings per year are achieved by the end of the fourth year of the Basin Conservation Program, and not less than 110,000 acre-feet of water savings per year are achieved by the end of the eighth year of the program, to protect and enhance fish and wildlife resources; and not less than 55,000 acre-feet of water savings per year are achieved by the end of the eighth year of the program for availability for irrigation;

(5) to encourage voluntary transactions among public and private entities which result in the implementation of water conservation measures, practices, and facilities; and

(6) to provide for the implementation by the Yakama Indian Nation at its sole discretion of (A) an irrigation demonstration project on the Yakama Reservation using water savings from system improvements to the Wapato Irrigation Project, and (B) a Toppenish Creek corridor enhancement project integrating agricultural, fish, wildlife, and cultural resources.

SEC. 1202. DEFINITIONS.

As used in this title:

(1) The term “Basin Conservation Plan” means a plan for implementing water conservation measures found in the various water conservation plans developed under the Basin Conservation Program.

(2) The term “Basin Conservation Program” means the Yakima River Basin Water Conservation Program established under section 1203(a).

(3) The term “comprehensive basin operating plan” means a plan that will provide guidance to the Yakima Project Superintendent for operation of the existing Yakima Project as modified by actions taken pursuant to this title.

(4) The term “Conservation Advisory Group” means the Yakima River Basin Conservation Advisory Group established under section 1203(c).

(5) The term “conserved water” means water saved and attributable to the program established under the Basin Conservation Program.

(6) The term "Irrigation Demonstration Project" means the Yakama Reservation Irrigation Demonstration Project authorized in section 1204(b).

(7) The term "non-proratable water" means that portion of the total water supply available under provisions of sections 18 and 19 of Civil Action No. 21 (Federal District Court Judgment of January 31, 1945) that is not subject to proration in times of water shortage.

(8) The term "on-district storage" means small water storage facilities located within the boundaries of an irrigation entity, including reregulating reservoirs, holding ponds, or other new storage methods which allow for efficient water use.

(9) The term "proratable water" means that portion of the total water supply available under provisions of sections 18 and 19 of Civil Action No. 21 (Federal District Court Judgment of January 31, 1945) that is subject to proration in times of water shortage.

(10) The term "Secretary" means the Secretary of the Interior.

(11) The term "System Operations Advisory Committee" means a group of fishery biologists--

(A) created by the Yakima Project Superintendent in response to the supplemental instructions entitled "Supplementary Instructions to the Water Master," and dated November 28, 1980, in the case of Kittitas Reclamation District, et al. vs. the Sunnyside Valley Irrigation District, et al. (E.D. Wash., Civil No. 21.);

(B) who advise the Yakima Project Superintendent on operations of the Yakima Project for fish and wildlife purposes; and

(C) who, together with others, were identified for consultation on November 29, 1990, in the amended partial summary judgment entered in the basin adjudication (Yakima County Superior Court No. 77-2-01484-5).

(12) The term "Toppenish Enhancement Project" means the Toppenish Creek corridor enhancement project authorized by section 1204(c).

(13) The term "Yakama Indian Nation" means the Confederated Tribes and Bands of the Yakama Indian Nation as redesignated under section 1204(g).

(14) The term "Yakima Project Superintendent" means the individual designated by the Regional Director, Pacific Northwest Region, Bureau of Reclamation, to be responsible for the operation and management of the Yakima Federal Reclamation Project, Washington.

SEC. 1203. YAKIMA RIVER BASIN WATER CONSERVATION PROGRAM.

(a) ESTABLISHMENT- (1) The Secretary, in consultation with the State of Washington, the Yakama Indian Nation, Yakima River basin irrigators, and other interested parties, shall establish and administer a Yakima River Basin Water Conservation Program for the purpose of evaluating and implementing measures to improve the availability of water supplies for irrigation and the protection and enhancement of fish and wildlife resources, including wetlands, while improving the quality of water in the Yakima Basin. The Secretary may make grants to eligible entities for the purposes of carrying out this title under such terms and conditions as the Secretary may require. Such terms and conditions

shall include requirement that all water districts, irrigation districts, individuals, or other entities eligible to participate in the Basin Conservation Program must equip all surface water delivery systems within their boundaries with volumetric water meters or equally effective water measuring methods within 5 years of the date of enactment of this Act.

(2) Conserved water resulting in whole or in part from the expenditure of Federal funds shall not be used to expand irrigation in the Yakima Basin, except as specifically provided in section 1204(a)(3) on the Yakama Reservation.

(3) The provisions of this section shall not apply to the Yakama Indian Nation except as to any funds specifically applied for from the Basin Conservation Program.

(b) FOUR PHASES OF PROGRAM- The Basin Conservation Program shall encourage and provide funding assistance for four phases of water conservation, which shall consist of the following:

(1) The development of water conservation plans, consistent with applicable water conservation guidelines of the Secretary, by irrigation districts, conservation districts, water purveyors, other areawide entities, and individuals not included within an areawide entity.

(2) The investigation of the feasibility of specific potential water conservation measures identified in conservation plans.

(3) The implementation of measures that have been identified in conservation plans and have been determined to be feasible.

(4) Post-implementation monitoring and evaluation of implemented measures.

(c) CONSERVATION ADVISORY GROUP- (1) Not later than 12 months after the date of enactment of this Act, the Secretary, in consultation with the State of Washington, the Yakama Indian Nation, Yakima River basin irrigators, and other interested and related parties, shall establish the Yakima River Basin Conservation Advisory Group.

(2) Members of the Conservation Advisory Group shall be appointed by the Secretary and shall be comprised of--

(A) one representative of the Yakima River basin non-proratable irrigators,

(B) one representative of the Yakima River basin proratable irrigators,

(C) one representative of the Yakama Indian Nation,

(D) one representative of environmental interests,

(E) one representative of the Washington State University Agricultural Extension Service,

(F) one representative of the Department of Wildlife of the State of Washington, and

(G) one individual who shall serve as the facilitator.

(3) The Conservation Advisory Group shall--

(A) provide recommendations to the Secretary and to the State of Washington regarding the structure and implementation of the Basin Conservation Program,

(B) provide recommendations to the Secretary and to the State of Washington regarding the establishment of a permanent program for the measurement and reporting of all natural flow and contract diversions within the basin,

(C) structure a process to prepare a basin conservation plan as specified in subsection (f),

(D) provide annual review of the implementation of the applicable water conservation guidelines of the Secretary, and

(E) provide recommendations consistent with statutes of the State of Washington on rules, regulations, and administration of a process to facilitate the voluntary sale or lease of water.

(4) The facilitator shall arrange for meetings of the Conservation Advisory Group, provide logistical support, and serve as moderator for the meetings.

(5) The Conservation Advisory Group shall consult an irrigation district when considering actions specifically affecting that district. For the purposes of this paragraph, an irrigation district includes the Yakama Reservation Irrigation District.

(6) The Conservation Advisory Group shall be nonvoting, seeking consensus whenever possible. If disagreement occurs, any member may submit independent comments to the Secretary. The Conservation Advisory Group shall terminate 5 years after the date of its establishment unless extended by the Secretary.

(d) COST-SHARING- (1) Except as otherwise provided by this title, costs incurred in the four phases of the Basin Conservation Program shall be shared as follows:

Program Phase	Non-Federal		Federal Grant
	State Grant	Local	
1. Development of water conservation plans	50% but not more than $200,000 per recipient	(Residual amount if any)	50%
2. Investigation of specific water conservation measures	50% but sum of 1 and 2 not greater than $200,000 per recipient	20% after deducting State funds for Item 2	Residual amount after deducting State and local funds for Item 2
3. and 4. Implementation and post-implementation monitoring and evaluation	17.5%	17.5%	65.0%

(2) The Yakima River Basin Water Enhancement Project is a Federal action to improve streamflow and fish passage conditions and shall be considered part of a comprehensive program to restore the Yakima River basin anadromous fishery

resource. Related fishery resource improvement facilities which utilize funding sources under the Pacific Northwest Electric Power Planning and Conservation Act of 1989, (94 Stat. 2697) and independent water-related improvements of the State of Washington and other public and private entities to improve irrigation water use, water supply, and water quality, shall be treated as non-Federal cost-share expenditures and shall be consolidated in any final calculation of required cost-sharing. Within one year of the date of enactment of this Act, the Secretary shall enter into a binding cost-sharing agreement with the State of Washington. The agreement shall describe the terms and conditions of specific contributions and other activities that may, subject to approval by the Secretary, qualify as non-Federal cost-share expenditures.

(3) Costs of the Basin Conservation Program related to projects on the Yakama Reservation are a Federal responsibility and shall be non-reimbursable and not subject to the cost-sharing provisions of this subsection.

(e) ENTITY WATER CONSERVATION PLANS- To participate in the Conservation Basin Program an entity must submit a proposed water conservation plan to the Secretary. The Secretary shall approve a water conservation plan submitted under this subsection if the Secretary determines that the plan meets the applicable water conservation guidelines of the Secretary.

(f) BASIN CONSERVATION PLAN- The Conservation Advisory Group shall, within 2½ years after the date of enactment of this Act, submit a draft basin conservation plan to the Secretary.

(g) PUBLIC COMMENT- The Secretary shall distribute the draft basin conservation plan and the entity water conservation plans submitted under subsections (e) and (f), respectively, for public comment for a 60-day period.

(h) PUBLICATION OF BASIN CONSERVATION PLAN- Within 60 days after the close of the comment period under subsection (g), the Secretary shall publish the Basin Conservation Plan which plan will provide the basis--

(1) for prioritizing and allocating funds to implement conservation measures under this title; and

(2) for preparing an interim comprehensive basin operating plan under section 1210 of this title as provided for in Public Law 96-162 (93 Stat. 1241).

(i) CONSERVATION MEASURES- (1) Measures considered for implementation in the Basin Conservation Program may include, among others, conveyance and distribution system monitoring, automation of water conveyance systems, water measuring or metering devices and equipment, lining and piping of water conveyance and distribution systems, on-district storage, electrification of hydraulic turbines, tail-water recycling, consolidation of irrigation systems, irrigation scheduling, and improvement of on-farm water application systems. Basin Conservation Program funds may also be used throughout all four phases of the Basin Conservation Program to mitigate for adverse impacts of program measures.

(2) In addition to implementing existing technologies, the Secretary shall encourage the testing of innovative water conservation measures. The Secretary shall, to the maximum extent possible under applicable Federal, State, and tribal law, cooperate with the State of Washington to facilitate water and water right transfers, water banking, dry year options, the sale and leasing of water, and other innovative allocation tools used to maximize the utility of existing Yakima River basin water supplies.

(3) The Secretary may, consistent with applicable law, use funds appropriated to carry out this section for the purchase or lease of land, water, or water rights from any entity or individual willing to limit or forego water use on a temporary or permanent basis. Funds used for purchase or lease under this paragraph are not subject to the cost-sharing provisions of subsection (d). Efforts to acquire water should be made immediately upon availability of funds to meet the three-year goal specified in section 1205(a)(4) to provide water to be used by the Yakima Project Superintendent under the advisement of the System Operations Advisory Committee for instream flow purposes. The use of Basin Conservation Program funds under this paragraph are in addition to those specifically authorized to be appropriated by subsection (j)(4).

(4) On-farm water management improvements shall be coordinated with programs administered by the Secretary of Agriculture and State conservation districts.

(j) AUTHORIZATION OF APPROPRIATIONS- There is hereby authorized to be appropriated to the Secretary, at September 1990 prices, plus or minus such amounts as may be justified by reason of ordinary fluctuations of applicable cost indexes, the following amounts for the Basin Conservation Program:

(1) $1,000,000 for the development of water conservation plans.

(2) $4,000,000 for investigation of specific potential water conservation measures identified in conservation plans for consideration for implementing through the Basin Conservation Program.

(3) Up to $67,500,000 for design, implementation, post-implementation monitoring and evaluation of measures, and addressing environmental impacts.

(4) Up to $10,000,000 for the initial acquisition of water from willing sellers or lessors specifically to provide instream flows for interim periods to facilitate the outward migration of anadromous fish flushing flows. Such funds shall not be subject to the cost-sharing provisions of subsection (d).

(5) $100,000 annually for the establishment and support of the Conservation Advisory Group during its duration. Such funds shall be available for travel and per diem, rental of meeting rooms, typing, printing and mailing, and associated administrative needs. The Secretary and the State of Washington shall provide appropriate staff support to the Conservation Advisory Group.

SEC. 1204. YAKAMA INDIAN NATION.

(a) WAPATO IRRIGATION PROJECT IMPROVEMENTS AND APPROPRIATIONS-

(1) The Yakama Indian Nation's proposed system improvements to the Wapato Irrigation Project, as well as the design, construction, operation, and maintenance of the Irrigation Demonstration Project and the Toppenish Creek corridor enhancement project, pursuant to this title shall be coordinated with the Bureau of Indian Affairs.

(2) There is authorized to be appropriated to the Secretary not more than $23,000,000 for the preparation of plans, investigation of measures, and following the Secretary's certification that such measures are consistent with the water conservation objectives of this title, the implementation of system improvements to the Wapato Irrigation Project. Funding for further improvements within the Wapato Irrigation Project may be acquired under the Basin Conservation Program or other sources identified by the Yakama Indian Nation.

(3) Water savings resulting from irrigation system improvements shall be available for the use of the Yakama Indian Nation for irrigation and other purposes on the reservation and for protection and enhancement of fish and wildlife within the Yakima River basin. The conveyance of such water through irrigation facilities other than the Wapato Irrigation Project shall be on a voluntary basis and shall not further diminish the amount of water that otherwise would have been delivered by an entity to its water users in years of water proration.

(b) IRRIGATION DEMONSTRATION PROJECT APPROPRIATIONS- (1)(A) There is hereby authorized to be appropriated to the Secretary--

(i) at September 1990 prices, plus or minus such amounts as may be justified by reason of ordinary fluctuations of applicable cost indexes, $8,500,000 for the design and construction of the Yakama Reservation Irrigation Demonstration Project; and

(ii) such sums as may be necessary for the operation and maintenance of the Irrigation Demonstration Project, including funds for administration, training, equipment, materials, and supplies for the period specified by the Secretary, which sums are in addition to operation and maintenance funds for wildlife and cultural purposes appropriated to the Secretary under other authorization.

(B) Funds may not be made available under this subsection until the Yakama Indian Nation obtains the concurrence of the Secretary in the construction, management, and administrative aspects of the Irrigation Demonstration Project.

(C) After the end of the period specified under subparagraph (A)(ii), costs for the operation and maintenance of the Irrigation Demonstration Project, including funds for administration, training, equipment, materials, and supplies referred to in that subparagraph, shall be borne exclusively by the lands directly benefitting from the Irrigation Demonstration Project.

(2) The Irrigation Demonstration Project shall provide for the construction of distribution and on-farm irrigation facilities to use all or a portion of the water savings, as determined by the Yakama Indian Nation, resulting from the Wapato Irrigation Project system improvements for--

(A) demonstrating cost-effective state of the art irrigation water management and conservation,

(B) the training of tribal members in irrigation methods, operation, and management, and

(C) upgrading existing hydroelectric facilities and construction of additional hydroelectric facilities on the reservation to meet irrigation pumping power needs.

(c) TOPPENISH CREEK CORRIDOR ENHANCEMENT PROJECT APPROPRIATIONS- There is hereby authorized to be appropriated to the Secretary $1,500,000 for the further investigation by the Yakama Indian Nation of measures to develop a Toppenish Creek corridor enhancement project to demonstrate integration of management of agricultural, fish, wildlife, and cultural resources to meet tribal objectives and such amount as the Secretary subsequently determines is necessary for implementation. There is also authorized to be appropriated to the Secretary such sums as may be necessary for the operation and maintenance of the Toppenish Enhancement Project.

(d) REPORT- Within 5 years of the implementation of the Irrigation Demonstration Project and the Toppenish Enhancement Project, the Secretary, in consultation with the Yakama Indian Nation, shall report to the Committee on Energy and Natural Resources of the Senate, the Committee on Natural Resources of the House of Representatives, and the Governor of the State of Washington on the effectiveness of the conservation, training, mitigation, and other measures implemented.

(e) STATUS OF IMPROVEMENTS AND FACILITIES- The Wapato Irrigation Project system improvements and any specific irrigation facility of the Irrigation Demonstration Project (excluding on-farm irrigation facilities) and the Toppenish Enhancement Project shall become features of the Wapato Irrigation Project.

(f) TREATMENT OF CERTAIN COSTS- Costs related to Wapato Irrigation Project improvements, the Irrigation Demonstration Project, and the Toppenish Enhancement Project shall be a Federal responsibility and are nonreimbursable and nonreturnable.

(g) REDESIGNATION OF YAKIMA INDIAN NATION TO YAKAMA INDIAN NATION-

(1) REDESIGNATION- The Confederated Tribes and Bands of the Yakima Indian Nation shall be known and designated as the “Confederated Tribes and Bands of the Yakama Indian Nation.”

(2) REFERENCES- Any reference in a law, map, regulation, document, paper, or other record of the United States to the Confederated Tribes and Bands of the Yakima Indian Nation referred to in subsection (a) shall be deemed to be a reference to the “Confederated Tribes and Bands of the Yakama Indian Nation.”

SEC. 1205. OPERATION OF YAKIMA BASIN PROJECTS.

(a) WATER SAVINGS FROM BASIN CONSERVATION PROGRAM-

(1)The Basin Conservation Program is intended to result in reductions in water diversions allowing for changes in the present operation of the Yakima Project to improve stream flow conditions in the Yakima River basin. Except as provided by paragraph (5) of this subsection and section 1209, commencing with the enactment of this title, and notwithstanding that anticipated water savings are yet to be realized, the Secretary, upon the enactment of this title and acting through the Yakima Project Superintendent, shall (A) continue to estimate the water supply which is anticipated to be available to meet water entitlements; and (B) provide instream flows in accordance with the following criteria:

Water Supply Estimate for Period (million acre-feet):				Target Flow from Date of Estimate thru October Downstream of (cubic feet per second):	
April thru September	May thru September	June thru September	July thru September	Sunnyside Diversion Dam	Prosser Diversion Dam
(1) 3.2	2.9	2.4	1.9	600	600
(2) 2.9	2.65	2.2	1.7	500	500
(3) 2.65	2.4	2.0	1.5	400	400
Less than line 3 water supply				300	300

(2) The initial target flows represent target flows at the respective points. Reasonable fluctuations from these target flows are anticipated in the operation of the Yakima Project, except that for any period exceeding 24 hours--

(A) actual flows at the Sunnyside Diversion Dam may not decrease to less than 65 percent of the target flow at the Sunnyside Diversion Dam; and

(B) actual flows at the Prosser Diversion Dam may not decrease by more than 50 cubic feet per second from the target flow.

(3) The instream flows shall be increased for interim periods during any month of April through October to facilitate when necessary the outward migration of anadromous fish. Increased instream flows for such interim periods shall be obtained through voluntary sale and leasing of water or water rights or from conservation measures taken under this title.

(4)(A)(i) Within the three-year period beginning when appropriations are first provided to carry out the Basin Conservation Program, the instream flow goal in the Yakima River is as follows: to secure water which is to be used for instream flows to

facilitate meeting recommendations of the System Operations Advisory Committee for flushing flows or other instream uses.

(ii) In addition to any other authority of the Secretary to provide water for flushing flows, the water required to meet the goal specified in clause (i) shall be acquired through the voluntary purchase or lease of land, water, or water rights and from the development of additional storage capability at Lake Cle Elum provided for in section 1206(a).

(iii) In addition to water required to meet the instream flow goal specified in clause (i), the System Operations Advisory Committee may recommend additional water to meet instream flow goals pursuant to judicial actions.

(B) After the period referred to in subparagraph (A), such instream flow goal is modified as follows:

(i) The goal increases so that the instream target flows specified in the table in paragraph (1) increase by 50 cubic feet per second for each 27,000 acre-feet of reduced annual water diversions achieved through implementation of measures under the Basin Conservation Program. Such increases do not apply to actions taken pursuant to section 1204. Such increases shall not further diminish the amount of water that otherwise would have been delivered by an entity to its water users in years of water proration.

(ii) The goal changes directly with the availability of water resulting from Federal expenditures under this title for purchase or lease of water under this title.

(C) The Yakima Project Superintendent shall maintain an account of funded and completed conservation measures taken under the Basin Conservation Program.

(D) No later than March 31 of each calendar year, the Yakima Project Superintendent shall meet with the State of Washington, Yakama Indian Nation, and Yakima River basin irrigators to mutually determine total diversion reductions and respective adjustments to the target flows referred to in this subsection. The Yakima Project Superintendent shall announce such adjustments with the announcements of Total Water Supply Available. For the purposes of this subparagraph, conserved water will be considered available for adjusting target flows in the first year following completion of a measure or following a result from the post-implementation monitoring and evaluation program, as the case may be.

(5) Operational procedures and processes in the Yakima River basin which have or may be implemented through judicial actions shall not be impacted by this title.

(6)(A) Within three years after the date of enactment of this Act, the Secretary shall conduct a study and submit a report with recommendations to the appropriate committees of the Congress on whether the water supply available for irrigation is adequate to sustain the agricultural economy of the Yakima River basin.

(B) The target flows provided for under this subsection shall be evaluated within three years after the date of enactment of this Act by the Systems Operations Advisory Committee for the purpose of making a report with recommendations to the Secretary and the Congress evaluating what is necessary to have biologically-based target flows.

(C) The recommendations and reports under subparagraphs (A) and (B) shall provide a basis for the third phase of the Yakima River Basin Water Enhancement Project.

(b) WATER FROM LAKE CLE ELUM- Water accruing from the development of additional storage capacity at Lake Cle Elum, made available pursuant to the modifications authorized in section 1206(a), shall not be part of the Yakima River basin's water supply as provided in subsection (a)(1). Water obtained from such development is exclusively dedicated to instream flows for use by the Yakima Project Superintendent as flushing flows or as otherwise advised by the System Operations Advisory Committee. Water may be carried over from year-to-year in the additional capacity to the extent that there is space available. Releases may be made from other Yakima Project storage facilities to most effectively utilize this additional water, except that water deliveries to holders of existing water rights shall not be impaired.

(c) STATUS OF BASIN CONSERVATION PROGRAM FACILITIES- Measures of the Basin Conservation Program which are implemented on facilities currently under the administrative jurisdiction of the Secretary, except as provided in section 1204, shall be considered features of the Yakima River Basin Water Enhancement Project, and their operation and maintenance shall be integrated and coordinated with other features of the existing Yakima Project. The responsibility for operation and maintenance and the related costs shall remain with the current operating entity. As appropriate, the Secretary shall incorporate the operation and maintenance of such facilities into existing agreements. The Secretary shall assure that such facilities are operated in a manner consistent with Federal and State law and in accordance with water rights recognized pursuant to State and Federal law.

(d) WATER ACQUIRED BY PURCHASE AND LEASE- Water acquired from voluntary sellers and lessors shall be administered as a block of water separate from the Total Water Supply Available, in accordance with applicable Federal and State law.

(e) YAKIMA PROJECT PURPOSE- (1) An additional purpose of the Yakima Project shall be for fish, wildlife, and recreation.

(2) The existing storage rights of the Yakima Project shall include storage for the purposes of fish, wildlife, and recreation.

(3) The purposes specified in paragraphs (1) and (2) shall not impair the operation of the Yakima Project to provide water for irrigation purposes nor impact existing contracts.

SEC. 1206. LAKE CLE ELUM AUTHORIZATION OF APPROPRIATIONS.

(a) MODIFICATIONS AND IMPROVEMENTS- There is hereby authorized to be appropriated to the Secretary--

(1) at September 1990 prices, plus or minus such amounts as may be justified by reason of ordinary fluctuation of applicable indexes, $2,934,000 to--

(A) modify the radial gates at Cle Elum Dam to provide an additional 14,600 acre-feet of storage capacity in Lake Cle Elum,

(B) provide for shoreline protection of Lake Cle Elum, and

(C) construct juvenile fish passage facilities at Cle Elum Dam, plus

(2) such additional amounts as may be necessary which may be required for environmental mitigation.

(b) OPERATION AND MAINTENANCE APPROPRIATIONS- There is hereby authorized to be appropriated to the Secretary such sums as may be necessary for that portion of the operation and maintenance of Cle Elum Dam determined by the Secretary to be a Federal responsibility.

SEC. 1207. ENHANCEMENT OF WATER SUPPLIES FOR YAKIMA BASIN TRIBUTARIES.

(a) GENERAL PROVISIONS- The following shall be applicable to the investigation and implementation of measures to enhance water supplies for fish and wildlife and irrigation purposes on tributaries of the Yakima River basin:

(1) An enhancement program authorized by this section undertaken in any tributary shall be contingent upon the agreement of appropriate water right owners to participate.

(2) The enhancement program authorized by this section shall not be construed to affect (A) the water rights of any water right owners in the tributary or other water delivering entities; (B) the capability of tributary water users to divert, convey, and apply water; and (C) existing water and land uses within the tributary area.

(3) The water supply for tributary enhancement shall be administered in accordance with applicable State and Federal laws.

(4) Any enhancement program authorized by this section shall be predicated upon the availability of a dependable water supply.

(b) STUDY- (1) The Secretary, following consultation with the State of Washington, the tributary water right owners, and the Yakama Indian Nation, and agreement of appropriate water right owners to participate, shall conduct a study concerning the measures that can be implemented to enhance water supplies for fish and wildlife and irrigation purposes on Taneum Creek, including (but not limited to)--

(A) water use efficiency improvements;

(B) the conveyance of water from the Yakima Project through the facilities of any irrigation entity willing to contract with the Secretary without adverse impact to water users;

(C) the construction, operation, and maintenance of ground water withdrawal facilities;

(D) contracting with any entity that is willing to voluntarily limit or forego present water use through lease or sale of water or water rights on a temporary or permanent basis;

(E) purchase of water rights from willing sellers; and

(F) other measures compatible with the purposes of this title, including restoration of stream habitats.

(2) In conducting the Taneum Creek study, the Secretary shall consider--

(A) the hydrologic and environmental characteristics;

(B) the engineering and economic factors relating to each measure; and

(C) the potential impacts upon the operations of present water users in the tributary and measures to alleviate such impacts.

(3) The Secretary shall make available to the public for a 45-day comment period a draft report describing in detail the findings, conclusions, and recommendations of the study. The Secretary shall consider and include any comment made in developing a final report. The Secretary's final report shall be submitted to the Committee on Energy and Natural Resources of the Senate, the Committee on Natural Resources of the House of Representatives, and the Governor of the State of Washington, and made available to the public.

(c) IMPLEMENTATION OF NONSTORAGE MEASURES- After securing the necessary permits the Secretary may, in cooperation with the Department of Ecology of the State of Washington and in accordance with the laws of the State of Washington, implement nonstorage measures identified in the final report under subsection (b) upon fulfillment of the following conditions:

(1) The Secretary shall enter into an agreement with the appropriate water right owners who are willing to participate, the State of Washington, and the Yakama Indian Nation, for the use and management of the water supply to be provided by proposed tributary measures pursuant to this section.

(2) The Secretary and the State of Washington find that the implementation of the proposed tributary measures will not impair the water rights of any person or entity in the affected tributary.

(d) OTHER YAKIMA RIVER BASIN TRIBUTARIES- Enhancement programs similar to the enhancement program authorized by this section may be investigated and implemented by the Secretary in other tributaries contingent upon the agreement of the appropriate tributary water right owners to participate. The provisions set forth in this section shall be applicable to such programs.

(e) AUTHORIZATION OF APPROPRIATIONS- (1) There is hereby authorized to be appropriated to the Secretary $500,000 for the study of the Taneum Creek Project and such amount as the Secretary subsequently determines is necessary for implementation of tributary measures pursuant to this section.

(2) There is also authorized to be appropriated to the Secretary such funds as are necessary for the investigation of enhancement programs similar to the enhancement program authorized by this section in other Yakima River basin tributaries contingent upon the agreement of the appropriate water right owners to participate. Funds for the implementation of any such similar enhancement program may not be appropriated until after the Secretary submits an investigation report to the appropriate congressional committees.

SEC. 1208. CHANDLER PUMPING PLANT AND POWERPLANT-OPERATIONS AT PROSSER DIVERSION DAM.

(a) AUTHORIZATION OF APPROPRIATIONS FOR ELECTRIFICATION- In order to provide for electrification to enhance instream flows by eliminating the need to divert water to operate the hydraulic turbines which pump water to the Kennewick Irrigation District, there is authorized to be appropriated--

(1) $50,000 to conduct an assessment of opportunities for alternative pumping plant locations;

(2) $4,000,000 for construction; and

(3) such sums as may be necessary for the pro rata share of the operation and maintenance allocated to fish and wildlife as determined by the Secretary.

(b) POWER FOR PROJECT PUMPING- (1) The Administrator of the Bonneville Power Administration shall provide for project power needed to effect the electrification as provided in subsection (a).

(2)(A) There is authorized to be appropriated for the Bureau of Reclamation for each fiscal year in which the Administrator provides power under this subsection, an amount equal to the cost to the Bonneville Power Administration of providing power under this subsection during such fiscal year. The rate to be utilized by the Administrator in determining the cost of power under this paragraph in a fiscal year shall be the rate for priority firm power charged by the Bonneville Power Administration in that fiscal year under section 7(b) of the Pacific Northwest Electric Power Planning and Conservation Act (16 U.S.C. 839e(b)).

(B) The Bureau of Reclamation shall, using funds appropriated pursuant to the authorization of appropriations in subparagraph (A), reimburse the Bonneville Power Administration for the costs of the project power provided under this subsection. Such funds shall be available for such purpose without fiscal year limitation.

(c) SUBORDINATION- Any diversions for hydropower generation at the Chandler Powerplant shall be subordinated to meet the flow targets determined under subsection (f).

(d) WATER SUPPLY FOR KENNEWICK IRRIGATION DISTRICT- The Secretary shall ensure that the irrigation water supply for the Kennewick Irrigation District shall not be affected by conservation, electrification, or subordination pursuant to this title and any reduction in its irrigation water supply resulting from conservation measures adopted or

implemented by other entities pursuant to this title shall be replaced by water developed through subordination, electrification, or a combination of the two.

(e) TREATMENT OF CERTAIN FUNDS- Funds appropriated and project power provided pursuant to this section shall be nonreimbursable since such funds are used for fish and wildlife purposes and such funds are not subject to cost-share under section 1203(d).

(f) TARGET FLOWS- Target flows measured at appropriate biological and hydrological location or locations shall be determined by the Yakima Project Superintendent in consultation with the System Operations Advisory Committee.

SEC. 1209. AUGMENTATION OF KACHESS RESERVOIR STORED WATER.

(a) AUTHORIZATION OF APPROPRIATIONS- In order to augment Kachess Reservoir stored water supplies from flows of Cabin Creek and Silver Creek which are excess to system demands, there is authorized to be appropriated--

(1) such sums as may be necessary to carry out a feasibility study, including the benefits, costs, and environmental aspects, of the facility described in paragraph (2);

(2) for the construction of facilities to convey such flows to Kachess Reservoir, $20,000,000; and

(3) such sums as may be necessary for the pro rata share of the operation and maintenance allocated to fish and wildlife determined by the Secretary.

(b) LIMITATION- Construction of the facilities described in subsection (a)(1) is contingent on the completion of the feasibility study referred to in subsection (a)(2).

(c) USE OF ADDITIONAL WATER- The stored water supply resulting from the construction of facilities under this section shall be used by the Secretary to--

(1) enhance the water supply available to the Kittitas Reclamation District and the Roza Irrigation District in years of proration; and

(2) facilitate reservoir operations in the Easton Dam to Keechelus Dam reach of the Yakima River for the propagation of anadromous fish.

(d) TREATMENT OF COSTS- The construction and operation and maintenance costs of the facilities under this section shall be allocated to irrigation and fishery enhancement, as follows:

(1) The portion of such costs allocated to irrigation is reimbursable, with the construction costs to be paid prior to initiation of construction by the Kittitas Reclamation District and the Roza Irrigation District.

(2) The portion of such costs allocated to fishery enhancement is nonreimbursable.

(e) KACHESS DAM MODIFICATIONS- There is authorized to be appropriated $2,000,000 for the modification of the discharge facilities of Kachess Dam to improve reservoir operations for anadromous fish enhancement. Amounts appropriated under this subsection are nonreimbursable.

SEC. 1210. INTERIM COMPREHENSIVE BASIN OPERATING PLAN.

(a) DEVELOPMENT- The Secretary shall, in consultation with the State of Washington, Yakama Indian Nation, Yakima River Basin irrigation districts, Bonneville Power Administration, and other entities as determined by the Secretary, develop an interim comprehensive operating plan for providing a general framework within which the Yakima Project Superintendent operates the Yakima Project, including measures implemented under the Yakima River Basin Water Enhancement Project, including (but not limited to)--

(1) operating capability and constraints of the system;

(2) information on water supply calculations and water needs;

(3) system operations and stream flow objectives; and

(4) the System Operations Advisory Committee activities.

(b) PROCESS REQUIREMENTS- A draft of the interim comprehensive basin operating plan shall be completed within 18 months after the completion of the Basin Conservation Plan under section 1203(f) and, upon completion, published for a 90-day public review period. The Secretary shall complete and publish the final interim comprehensive operating plan within 90 days after the close of the public review period. The Secretary shall update the plan as needed to respond to decisions from water adjudications relating to the Yakima River basin.

(c) AUTHORIZATION OF APPROPRIATIONS- There is authorized to be appropriated $100,000 to carry out this section.

SEC. 1211. ENVIRONMENTAL COMPLIANCE.

There are hereby authorized to be appropriated to the Secretary $2,000,000 for environmental compliance activities including the conduct, in cooperation with the State of Washington, of an inventory of wildlife and wetland resources in the Yakima River basin and an investigation of measures, including “wetland banking,” which could be implemented to address potential impacts which could result from the activities taken under this title.

SEC. 1212. SAVINGS AND CONTINGENCIES.

(a) IN GENERAL- Nothing in this title shall be construed to--

(1) affect or modify any treaty or other right of the Yakama Indian Nation;

(2) authorize the appropriation or use of water by any Federal, State, or local agency, the Yakama Indian Nation, or any other entity or individual;

(3) impair the rights or jurisdictions of the United States, the States, the Yakama Indian Nation, or other entities over waters of any river or stream or over any ground water resource;

(4) alter, amend, repeal, interpret, modify, or be in conflict with any interstate compact made by the States;

(5) alter, establish, or impair the respective rights of States, the United States, the Yakama Indian Nation, or any other entity or individual with respect to any water or water-related right;

(6) alter, diminish, or abridge the rights and obligations of any Federal, State, or local agency, the Yakama Indian Nation, or other entity, public or private;

(7) affect or modify the rights of the Yakama Indian Nation or its successors in interest to, and management and regulation of, those water resources arising or used, within the external boundaries of the Yakama Indian Reservation;

(8) affect or modify the settlement agreement between the United States and the State of Washington filed in Yakima County Superior Court with regard to Federal reserved water rights other than those rights reserved by the United States for the benefit of the Yakama Indian Nation and its members;

(9) affect or modify the rights of any Federal, State, or local agency, the Yakama Indian Nation, or any other entity, public or private with respect to any unresolved and unsettled claims in any water right adjudications, or court decisions, including State against Acquavella, or constitute evidence in any such proceeding in which any water or water-related right is adjudicated; or

(10) preclude other planning studies and projects to accomplish the purposes of this title by other means, funded publicly, privately, or by a combination of public and private funding.

(b) CONTINGENCY BASED ON APPROPRIATIONS- The performance of any activity under this title which requires accomplishment within a specified period that may require appropriation of money by Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made.

APPENDIX I-B

CHARTER

CONSERVATION ADVISORY GROUP

Yakima River Basin Water Enhancement Project, Washington

1. **Official Designation:** Yakima River Basin Conservation Advisory Group

2. **Purpose:** The Act of October 31, 1994 (Public Law 103-434), directs the Secretary of the Interior, in consultation with the State of Washington, the Yakama Nation, Yakima River basin irrigators, and other interested and related parties, to appoint a six-member Yakima River Basin Water Conservation Advisory Group and a Facilitator within 12 months of enactment. The purpose of the Conservation Advisory Group is to provide technical advice and counsel to the Secretary and the State on the structure, implementation, and oversight of the Yakima River Basin Water Conservation Program.

The Basin Conservation Program is structured to provide economic incentives with cooperative Federal, State, and local funding to stimulate the identification and implementation of structural and non-structural cost-effective water conservation measures in the Yakima River basin. Improvements in the efficiency of water delivery and use will result in improved stream flows for fish and wildlife and improve the reliability of water supplies for irrigation.

3. **Duration:** The Conservation Advisory Group will terminate 5 years after the date of its establishment unless otherwise extended by the Secretary.

4. **Agency to Whom the Group Reports:** The Conservation Advisory Group reports to the Secretary through the Commissioner of Reclamation. The Commissioner of Reclamation or the Commissioner's designee shall serve as the Designated Federal Official.

5. **Duties:** The duties or functions of the Conservation Advisory Group are to:

a. Provide recommendations to the Secretary and the State on the structure and implementation of the Basin Conservation Program.

b. Structure a process to prepare a draft Basin Conservation Plan to be submitted to the Secretary within 2½ years after the date of enactment. The Basin Conservation Plan sets forth the mechanism for implementing water conservation measures and should include, among other things, (i) eligibility requirements for funding of proposals by participating entities for development of individual water conservation plans; (ii) standards for the scope and content of water conservation plans, including

modifications, if any, to the guidelines for water conservation plans used by the Bureau of Reclamation for compliance with the Reclamation Reform Act of 1982, and the State of Washington for Referendum 38 funding; (iii) criteria for evaluating and prioritizing measures for implementation; (iv) institutional and economic incentives to increase conservation and to promote more efficient use of water, including procedures for the voluntary purchase, lease, and transfer of water; (v) procedures for administration and allocation of funds from the Basin Conservation Program; (vi) a post-implementation monitoring process; and (vii) oversight of the Basin Conservation Program.

c. Provide annual review of the implementation of the Water Conservation Program, including the applicable water conservation guidelines of the Secretary used by participating entities in preparing their individual water conservation plan.

d. Provide recommendations on rules, regulations, and administration to facilitate the voluntary sale and lease of water.

e. Provide recommendations to the Secretary and the State on the establishment of a program for measuring and reporting water diversions in the Yakima River basin.

6. **Membership:** Members of the Conservation Advisory Group to be appointed by the Secretary shall be comprised of:

a. One representative of the Yakima River basin non-proratable irrigators.

b. One representative of the Yakima River basin proratable irrigators.

c. One representative of the Yakama Nation.

d. One representative of environmental interests.

e. One representative of the Washington State University Agricultural Extension Service.

f. One representative of the Washington State Department of Fisheries and Wildlife with expertise in wildlife resources.

Members will be appointed to the Conservation Advisory Group by the Secretary, in consultation with the State, the Yakama Nation, Yakima River basin irrigators, and other interested and related parties, based on recommendations from each entity/group/agency. To be eligible for appointment to the Conservation Advisory Group, a person must (a) be qualified through education, knowledge, or experience to give informed advice on water supply and diversion, delivery facilities and their operation and management; structural and non-structural opportunities to improve water efficiency and use; and

the environmental aspects of such opportunities as specifically related to the preservation of wetlands and wildlife habitat; and (b) have the capability to constructively work in a group setting toward a common objective to structure a mechanism for program implementation. The Secretary shall appoint an individual who shall serve as the Facilitator for the Conservation Advisory Group. The Facilitator shall arrange for meetings of the Conservation Advisory Group, serve as moderator for the meetings, and provide logistical support.

Members of the Conservation Advisory Group and the Facilitator shall be appointed for a 2½ year term and at the discretion of the Secretary, or his designee, be reappointed to additional terms. Vacancies occurring by reason of resignation, death, or failure to regularly attend meetings will be filled by the Secretary for the balance of the vacating member's term using the same method by which the original appointment was made.

7. **Meetings:** The Conservation Advisory Group is expected initially to meet monthly. The Facilitator with the approval of the Designated Federal Official, may call additional meetings as deemed appropriate. Four members must be present at any meeting of the Conservation Advisory Group. The Conservation Advisory Group is nonvoting, seeking consensus whenever possible. If disagreement occurs, any member may submit independent comments to the Secretary.

The Facilitator with direction from the Conservation Advisory Group, and approval of the Designated Federal Official, shall prepare meeting agendas and schedule meetings of the Conservation Advisory Group. The Designated Federal Official will attend all meetings of the Conservation Advisory Group. A notice of each meeting of the Conservation Advisory Group shall be published in the Federal Register at least 15 days prior to the meeting advising the date, time, place, and purpose of the meeting. If it becomes necessary to postpone or cancel an announced meeting, a subsequent notice will be published in the Federal Register as early as possible and will explain the reasons for the postponement or cancellation. A similar notice of each meeting, postponement, or cancellation will also be published in the Yakima Herald Republic, the Daily Record (Ellensburg), and the Tri-City Herald.

All meetings will be open to the general public. Any organization, association, or individual may file a written statement with or provide verbal input to the Conservation Advisory Group regarding topics on a meeting agenda.

8. **Minutes:** Minutes of each Conservation Advisory Group meeting, reports, related documents and copies of all documents received, issued, or approved by the Conservation Advisory Group will be available for public inspection and copying during regular business hours within 10 working days after the meeting at the:

Upper Columbia Area Office
Bureau of Reclamation
1917 Marsh Road
Yakima, Washington
(509) 575-5848

9. **Estimated Operating Costs:** The Act of October 31, 1994, authorizes an appropriation of $100,000 annually for the establishment and support of the Conservation Advisory Group.

10. **Support Services:** The support services for the activities of the Conservation Advisory Group shall be provided by the Bureau of Reclamation and the State of Washington.

11. **Working Groups:** The Conservation Advisory Group may establish working groups comprised of representatives from the organizations the members represent and from other Federal, State, local, and public agencies, entities, and organizations. The objective of these working groups is to undertake fact finding and analysis of specific topics and to provide appropriate information and recommendations to the Conservation Advisory Group.

12. **Allowances:** Conservation Advisory Group members, the Facilitator, and Working Group members while engaged in the performance of approved business away from home or their regular places of business, shall be reimbursed for travel expenses, including per diem in lieu of subsistence. The Facilitator may be paid for services rendered.

13. **Authority:** Authority for the establishment of the Conservation Advisory Group is provided by the Act of October 31,1994 (Public Law 103-434).

/s/ Bruce Babbitt — JUL 13 1995
Secretary of the Interior — Date

APPENDIX I-C

BIOGRAPHICAL INFORMATION OF CONSERVATION ADVISORY GROUP

Mr. Carroll E. Palmer, Deputy Director, Department of Natural Resources
Yakama Nation, Toppenish, Washington

Mr. Palmer was nominated by the Yakama Nation as their representative to the Conservation Advisory Group. As an enrolled member of the Yakama Nation, he has been associated with Tribal natural resources his entire life. His responsibilities as Deputy Director of the Natural Resources Department include the direction, planning and coordination of the Tribes natural resources staff and programs. Mr. Palmer and members of his staff have participated in the studies that led to the enactment of Title XII of Pub. L. 103-434, and conducted the on-reservation analysis that supported the inclusion of specific actions on the Yakama Indian Reservation.

Mr. Ron Van Gundy, Manager/Secretary/Treasurer
Roza Irrigation District, Sunnyside, Washington

Mr. Van Gundy was nominated by the Yakima River Basin Association of Irrigation Districts to represent the proratable irrigators in the basin. Mr. Van Gundy has been employed by the Roza Irrigation District since 1968, and has been an active participant in the ongoing efforts toward solving the basin's fish, wildlife, and irrigation water supply problems. As a proratable district, the Roza Irrigation District has been implementing water conservation measures on their district for a number of years. His position as Manager/Secretary/Treasurer of one of the largest and most productive irrigation districts in the Yakima River basin affords him considerable water management and conservation knowledge and experience.

Mr. James W. Trull, Secretary/Treasurer/Manager
Sunnyside Valley Irrigation District/Sunnyside Division Board of Control
Sunnyside, Washington

Mr. Trull was nominated by the Yakima River Basin Association of Irrigation Districts to represent the non-proratable irrigators in the basin. Mr. Trull manages one of the largest and oldest irrigation districts in the Yakima Basin. Mr. Trull is very active in water user and civic associations at both the local and national level, and has participated in the many activities concerning the basin's fish, wildlife, and irrigation water supplies. The Sunnyside Valley Irrigation District/Sunnyside Division Board of Control is actively evaluating water conservation measures on the district.

Ms. Katherine P. Ransel, Co-Director of American Rivers Northwest Regional Office
Seattle, Washington

Ms. Ransel was selected by Washington State environmental interest to represent them on the Conservation Advisory Group. As the Co-Director of American Rivers Northwest Regional Office, Ms. Ransel has been actively involved in environmental issues throughout the Pacific Northwest for the past four years. As a Director on the Yakima River Watershed Council, she has been involved in water supply issues in the Yakima River basin for the past year. This involvement has resulted in her being regarded as having a strong interest in solving the basin's instream water supply problems. Her background in environmental law will be helpful to the Conservation Advisory Group.

Mr. Brent D. Renfrow, Area Habitat Biologist
Washington Department of Fish and Wildlife, Yakima Regional Office
Yakima, Washington

Mr. Renfrow was nominated by the State of Washington, Department of Fish and Wildlife as their representative to the Conservation Advisory Group. Mr. Renfrow has been a habitat biologist in the Yakima River basin since 1985. During this period he has represented his agency on various water-related matters including proposals dealing with water enhancement. He works routinely on multi-party task groups and cooperative resource management groups. Mr. Renfrow has also worked extensively on environmental assessments and mitigation, and has particular interest in riparian and wetland environments.

Dr. Thomas W. Ley, Irrigation Engineer
Washington State University Cooperative Extension
Prosser, Washington

Dr. Ley was nominated by the Washington State University Cooperative Extension to serve as their representative to the Conservation Advisory Group. Dr. Ley's position in the Irrigated Agriculture Research and Extension Center in Prosser, Washington involves the development of education programs and materials on water management, irrigation system design, crop water requirements, irrigation water quality, and irrigation energy use and management. Additionally, he has conducted applied research and demonstration projects in irrigation scheduling, sprinkler irrigation, irrigation system evaluation, various crop water use, surge flow irrigation, and soil water measurements and monitoring. His experience and technical qualifications will be valuable to the Conservation Advisory Group. Dr. Ley resigned from the Washington State University Cooperative Extension and the Conservation Advisory Group after the Draft Conservation Plan was completed.

Dr. Robert G. Stevens, Extension Soil Scientist
Washington State University Cooperative Extension
Prosser, Washington

Dr. Stevens was nominated by the Washington State University Cooperative Extension to fill the vacant position on the Conservation Advisory Group. Dr. Stevens is a very effective communicator and knows how and when to bring other scientific expertise to the group. His extension activities have been focused in the Yakima River basin providing educational programs, direct producer contact, and written materials to producers. Dr. Stevens has conducted research and demonstration projects including nitrogen management in several crops, nutrient management through drip irrigation on hops, manure and compost management, and the use of polyacrylamide (PAM for erosion control in furrow irrigated agriculture).

APPENDIX II

SALMONID USE OF THE RIVER BASIN

Generalized anadromous fish species use of the Yakima River upstream of Sunnyside Dam by life stages and seasons, adapted from TRPA (1995). Months of peak activity by species and life stage are denoted by letters in **bold** typeface. SC = spring chinook, ST = summer steelhead, CO = coho.

Month	Adult Migration	[1] Spawning/ Incubation	Juvenile Rearing	Juvenile Outmigration
January	ST	SC	SC ST CO	
February	**ST**	SC	SC ST CO	
March	**ST**	SC ST	SC ST CO	SC ST
April	SC **ST**	SC **ST**	SC ST CO	**SC** ST CO
May	**SC** ST	**ST**	SC ST CO	**SC** ST CO
June	**SC**	ST	SC ST CO	SC ST CO
July	SC	ST	SC ST CO	
August	SC	**SC**	SC ST CO	
September	**ST** CO	**SC**	SC ST CO	
October	**ST** CO	**SC**	SC ST CO	**SC**
November	**ST**	SC	SC ST CO	**SC**
December	ST	SC	SC ST CO	**SC**

[1] Spring chinook spawning and incubation August-September (Naches), September-October (upper Yakima)

SC – Based primarily on downstream trapping at Wapatox, Naches River.

APPENDIX II

SALMONID USE OF THE RIVER BASIN

Generalized anadromous fish species use of the Yakima River downstream of Sunnyside Dam by life stages and seasons, adapted from TRPA (1995). Months of peak activity by species and life stage are denoted by letters in **bold** typeface. SC = spring chinook, ST = summer steelhead, FC = fall chinook, CO = coho.

Month	Adult Migration	[1] Spawning/ Incubation	[2]Juvenile Rearing	Juvenile Outmigration
January	ST	FC	SC ST	
February	**ST**	ST* FC	SC ST	
March	**ST**	ST* FC	SC ST FC	SC ST
April	SC **ST**	ST* FC	ST* FC	**SC** **ST** CO
May	**SC** ST	ST*	ST* FC	**SC** **ST** **FC** CO
June	**SC**		ST* FC	SC ST **FC** CO
July	SC		FC	FC
August				
September	**ST** **FC** CO			
October	**ST** **FC** CO	FC	ST*	
November	**ST** FC	FC	SC ST	
December	ST	FC	SC ST	

* YIN and other data

[1] Spawning and incubation for ST occurs only in tributaries

[2] Rearing of spring chinook and steelhead assumed though the magnitude is not known and is based on YIN data and winter migrant passage at Prosser Dam. This column was not adapted from TRPA 1995 except for FC rearing.

ENTITLEMENT SUMMARY (SUBJECT TO REVISION - SEE ORIGINAL CONTRACTS FOR DETAILED INFORMATION)
APRIL - OCTOBER

APPENDIX III-A

AS ESTABLISHED JULY 8, 1992 AND REFLECTING SUBSEQUENT MODIFICATION BY ADJUDICATION

DISTRICT USER (ABOVE PARKER)	NON-PRO-RATABLE AF	PRO-RATABLE AF	TOTAL AF	APRIL AF	APRIL CFS	MAY AF	MAY CFS	JUNE AF	JUNE CFS	JULY AF	JULY CFS	AUG. AF	AUG. CFS	SEPT. AF	SEPT. CFS	OCT. AF	OCT. CFS
KITTITAS		336,000	336,000	6720	308.0	57120	930.0	70560	1186.0	70560	1147.0	67200	1093.0	43680	734.0	20160	726.0
CITY OF CLE ELUM M&I	1,260		1,260	180	3.0	180	3.0	180	3.0	180	3.0	180	3.0	180	3.0	180	3.0
YOUNGER	3,010		3,010	40	1.0	440	7.0	780	13.0	790	13.0	740	12.0	180	3.0	40	0.6
O'CONNOR	3,100		3,100			330	5.0	660	11.0	830	13.5	740	12.0	450	7.5	90	1.5
CASCADE[1]	49,525		49,525	8925	150.0	9223	150.0	8925	150.0	8452	150.0	5600	150.0	5600	150.0	2800	150.0
WESTSIDE	31,128			4760	80.0	4919	80.0	4760	80.0	4919	80.0	4919	80.0	4760	80.0	2091	34.0
			39,328	550	25.0	1550	25.0	1500	25.0	1550	25.0	1550	25.0	1500	25.0	0	0.0
KNOKE (ELLISON-BRUTON)	1,600		1,600	110	1.8	300	4.9	350	5.9	370	6.0	330	5.4	120	2.0	20	0.3
MILLS & SON	7,530		7,530	1190	20.0	1230	20.0	1190	20.0	1230	20.0	1230	20.0	1190	20.0	270	4.4
ELLENSBURG TOWN	47,758 8,200		47,758	7438	125.0	7686	125.0	7438	125.0	7686	125.0	7686	125.0	5950	100.0	3874	63.0
WOLDALE (OLSON)	12,973		12,973	2023	34.0	2091	34.0	2023	34.0	2091	34.0	2091	34.0	1547	26.0	1107	18.0
CITY/ELLENSBURG M&I		6,000	6,000	120	2.0	1020	16.6	1260	21.0	1260	20.0	1200	19.5	780	13.0	360	10.0
ELLENSBURG POWER	6,031		6,031	928	15.6	959	15.6	928	15.6	959	15.6	959	15.6	928	15.6	370	6.0
ELLENSBURG MILL & FEED	4,804		4,804	702	11.8	726	11.8	702	11.8	726	11.8	726	11.8	702	11.8	520	8.5
BULL	6471		6,471	1012	17.0	1045	17.0	1012	17.0	1045	17.0	1045	17.0	1012	17.0	300	4.9
VERTREES #1	2164		2164	181	3.0	407	6.6	400	6.7	551	9.0	428	7.0	177	3.0	20	0.3
VERTREES #2	704		704	107	1.8	111	1.8	107	1.8	111	1.8	111	1.8	107	1.8	50	0.8

ENTITLEMENT SUMMARY (SUBJECT TO REVISION - SEE ORIGINAL CONTRACTS FOR DETAILED INFORMATION)
APRIL - OCTOBER

APPENDIX III-A

AS ESTABLISHED JULY 8, 1992 AND REFLECTING SUBSEQUENT MODIFICATION BY ADJUDICATION

DISTRICT USER (ABOVE PARKER)	NON-PRO-RATABLE AF	PRO-RATABLE AF	TOTAL AF	APRIL AF	APRIL CFS	MAY AF	MAY CFS	JUNE AF	JUNE CFS	JULY AF	JULY CFS	AUG. AF	AUG. CFS	SEPT. AF	SEPT. CFS	OCT. AF	OCT. CFS
FOGARTY & DYER	3690		3690	108	1.8	638	10.4	717	12.0	794	12.9	733	11.9	480	8.1	220	3.6
TJOSSEM	4,771		4,771	756	12.7	781	12.7	756	12.7	781	12.7	781	12.7	756	12.7	160	2.6
FARREL (STANFIELD)	1,600		1,600	30	0.5	280	4.6	370	6.0	430	7.0	330	5.4	100	1.7	60	1.0
ROZA I.D.		375,000	375,000	37500	630.0	56250	915.0	71250	1198.	71250	1159.0	71250	1159.0	45000	756.0	22500	567.0
TERRACE HEIGHTS I.D.	2,208			357	6.0	369	6.0	357	6.0	369	6.0	369	6.0	250	4.2	137	2.2
@ ROZA DAM		1,354	3,562	136	2.3	216	3.5	257	4.3	284	4.6	271	4.5	190	3.2	0	0.0
SELAH-MOXEE I.D.	27,493			4284	72.0	4427	72.0	4284	72.0	4427	72.0	4427	72.0	3320	55.8	2324	37.8
			31,774	427	7.2	685	11.1	814	13.7	898	14.6	857	14.4	600	9.8	0	0.0
TAYLOR	8,000		8,000	1190	20.0	1230	20.0	1190	20.0	1230	20.0	1230	20.0	1190	20.0	740	11.5
MOXEE DITCH CO.	4,245			595	10.0	615	10.0	595	10.0	615	10.0	615	10.0	595	10.0	615	10.0
			5,205	86	1.4	144	2.3	182	3.1	182	3.0	182	3.0	125	2.1	59	1.0
HUBBARD - GRANGER	4,281 11,165		11,165	1785	30.0	1845	30.0	1785	30.0	1845	30.0	1845	30.0	1250	21.0	810	13.0
BOISE-CASCADE	9,159			1354	23.0	1399	23.0	1354	23.0	1399	23.0	1399	23.0	1354	23.0	900	14.8
		100	9,259	15	0.3	15	0.3	15	0.3	15	0.3	15	0.3	15	0.3	10	0.3

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ENTITLEMENT SUMMARY (SUBJECT TO REVISION - SEE ORIGINAL CONTRACTS FOR DETAILED INFORMATION)
APRIL - OCTOBER

APPENDIX III-A

AS ESTABLISHED JULY 8, 1992 AND REFLECTING SUBSEQUENT MODIFICATION BY ADJUDICATION

DISTRICT USER (ABOVE PARKER)	NON-PRO-RATABLE AF	PRO-RATABLE AF	TOTAL AF	APRIL AF	APRIL CFS	MAY AF	MAY CFS	JUNE AF	JUNE CFS	JULY AF	JULY CFS	AUG. AF	AUG. CFS	SEPT. AF	SEPT. CFS	OCT. AF	OCT. CFS
UNION GAP I.D.	20,697			3273	55.0	3382	55.0	3273	55.0	3382	55.0	3382	55.0	2279	38.3	1726	29.0
(Old Fowler Ditch)		4,642	25,339	577	9.8	740	12.0	791	13.0	818	13.0	878	14.0	588	10.0	250	4.0
RICHARTZ	6,364		6,364	892	15.0	922	15.0	892	15.0	922	15.0	922	15.0	892	15.0	922	15.0
BLUE SLOUGH	4,245		4,245	595	10.0	615	10.0	595	10.0	615	10.0	615	10.0	595	10.0	615	10.0
BROADWAY I.D.		700	700	70	1.2	105	1.7	133	2.2	133	2.2	133	2.2	84	1.4	42	0.7
WAPATO I.P.	305,613			42843	720.0	44271	720.0	42843	720.0	44271	720.0	44271	720.0	42843	720.0	44271	720.0
			655,613	31500	529.0	73500	1195.0	70000	1176.0	80500	1309.0	73500	1195.0	21000	353.0	0	0.0
SUNNYSIDE DIVISION	315,836				791.0	48636	791.0	47066	791.0	48637	791.0	48637	791.0	47070	791.0	28720	724.0
		142,684	458,520	7840	132.0	27874	453.0	31234	525.0	31443	511.0	31443	511.0	12850	216.0	0	0.0
YAKIMA-TIETON I.D.[2]	350,000 75,865		47070			15372	250.0	14876	250.0	15372	250.0	15372	250.0	14873	250.0	0	0.0
		34,835	110,700	6000	101.0	5975	97.0	5783	97.0	5975	97.0	5975	97.0	5127	86.0	0	0.0
COBB-UPPER SIDE	727		727	119	2.0	123	2.0	119	2.0	123	2.0	123	2.0	60	1.0	60	1.0
SINCLAIR & COBB	786		786	119	2.0	123	2.0	119	2.0	123	2.0	123	2.0	119	2.0	60	1.0
TENANT	1,570		1,570	110	1.8	210	3.4	220	3.7	410	6.7	320	5.2	230	3.9	70	1.1
ANDERSON	1,570		0 1,570	140	2.4	330	5.4	270	4.5	260	4.2	310	5.0	130	2.2	130	2.1
EMERICK	687		687	119	2.0	123	2.0	119	2.0	123	2.0	123	2.0	60	1.0	20	0.3
NILE	4,350		4,350	230	3.9	470	7.6	730	12.2	980	15.9	970	15.8	670	11.2	300	4.9
CARMACK & PARKER	639		639	95	1.6	98	1.6	95	1.6	98	1.6	98	1.6	95	1.6	60	1.0

ENTITLEMENT SUMMARY (SUBJECT TO REVISION - SEE ORIGINAL CONTRACTS FOR DETAILED INFORMATION)
APRIL - OCTOBER

APPENDIX III-A

AS ESTABLISHED JULY 8, 1992 AND REFLECTING SUBSEQUENT MODIFICATION BY ADJUDICATION

DISTRICT USER (ABOVE PARKER)	NON-PRO-RATABLE AF	PRO-RATABLE AF	TOTAL AF	APRIL		MAY		JUNE		JULY		AUG.		SEPT.		OCT.	
				AF	CFS	AF	CFS	AF	CFS	AF	CFS	AF	CFS	AF	CFS	AF	CFS
FREDERICKS & HUNTING	950		950	120	2.0	130	2.1	170	2.9	170	2.8	180	2.9	140	2.4	40	0.7
STEVENS	1,950		1,950	60	1.0	410	6.7	350	5.9	410	6.7	320	5.2	290	4.9	110	1.8
NACHES SELAH	49,658			7080	119.0	7263	118.0	7080	119.0	7321	119.0	7321	119.0	6884	116.0	6709	109.0
		4,486	54,144	674	11.3	811	13.2	901	15.1	1050	17.0	1050	17.0	0	0.0	0	0.0
WAPATOX (IRR.-U&L)	20,230		20,230	3064	51.5	3167	51.5	3064	51.5	3167	51.5	3167	51.5	3064	51.5	1537	25.0
FOSTER NACHES (Old "Johncox")	1,510		1,510	100	1.7	280	4.5	300	5.0	320	5.2	270	4.4	200	3.4	40	0.7
CLARK	4,562		4,562	714	12.0	739	12.0	714	12.0	739	12.0	739	12.0	536	9.0	381	6.2
SOUTH NACHES CHANNEL	22,946		22,946	3689	62.0	3812	62.0	3689	62.0	3812	62.0	3812	62.0	3272	55.0	860	20.0
KELLY & LOWRY	8,490		8,490	1190	20.0	1230	20.0	1190	20.0	1230	20.0	1230	20.0	1190	20.0	1230	20.0
YAKIMA CITY (M&I)	4,859			681	11.4	704	11.4	681	11.4	704	11.4	704	11.4	681	11.4	704	11.4
			9,359	675	11.3	788	12.8	1028	17.3	652	10.6	652	10.6	495	8.3	210	3.5
YAKIMA CITY (IRR)	8,805			1232	20.7	1273	20.7	1232	20.7	1273	20.7	1273	20.7	1232	20.7	1290	21.0
			10,305	225	3.8	262	4.3	342	5.7	218	3.5	218	3.5	165	2.8	70	1.1
NACHES UNION I. D. (FORMERLY GLEED DITCH)	22,819 4,500		22,819	3618	60.8	3738	60.8	3618	60.8	3738	60.8	3738	60.8	2475	41.6	1894	30.8
MORRISSEY	1,206		1,206	178	3.0	184	3.0	178	3.0	184	3.0	184	3.0	178	3.0	120	2.0
YAKIMA VALLEY CANAL	1,500 23,720				64.0	3935	64.0	3808	64.0	3935	64.0	3935	64.0	2469	41.5	1830	30.8
		4,305	28,025	690	11.6	713	11.6	690	11.6	713	11.6	713	11.6	446	7.5	340	5.7

ENTITLEMENT SUMMARY (SUBJECT TO REVISION - SEE ORIGINAL CONTRACTS FOR DETAILED INFORMATION)
APRIL - OCTOBER

APPENDIX III-A

AS ESTABLISHED JULY 8, 1992 AND REFLECTING SUBSEQUENT MODIFICATION BY ADJUDICATION

DISTRICT USER (ABOVE PARKER)	NON-PRO-RATABLE AF	PRO-RATABLE AF	TOTAL AF	APRIL AF	APRIL CFS	MAY AF	MAY CFS	JUNE AF	JUNE CFS	JULY AF	JULY CFS	AUG. AF	AUG. CFS	SEPT. AF	SEPT. CFS	OCT. AF	OCT. CFS
CHAPMAN & NELSON	7,641		7,641	1071	18.0	1107	18.0	1071	18.0	1107	18.0	1107	18.0	1071	18.0	1107	18.0
NACHES COWICHE	15,096		15,096	2380	40.0	2460	40.0	2380	40.0	2460	40.0	2460	40.0	1726	29.0	1230	20.0
FRUITVALE POWER	17,708		17,708	2791	46.9	2884	46.9	2791	46.9	2884	46.9	2884	46.9	2011	33.8	1463	23.8
OLD UNION[3]	12,941	0	12,941	2813	47.27	2907	47.27	2813	47.27	29.07	47.27	2907	47.27	18.75	31.5	1453	23.6
OTHERS[4]		336	336	50	0.8	50	0.8	50	0.8	51	0.8	51	0.8	50	0.8	34	0.6
	-------	-------	--------	------		------		------		------		------		------		------	
		1,279,883	**2,494,31**	**2631**													
	1,214,429		**2**	**59**	**4210**	**37**	**4450**	**54**	**4621**	**49**	**4482**	**39**	**30480**	**5**	**16123**	**0**	
KENNEWICK ID	0			264,73	50.0	424,15	50.0	448,44	50.0	462,80	50.0	451,63	50.0	332,727	50.0	176,80	?
		0	0	5	134	7	279	9	290	2	279	1	279		170	8	?

[1] JULY 20 TO OCT. 15 USE 16800 AF -- NOT TO EXCEED FLOW OF 150 CFS

[2] ADJUDICATED MONTHLY ENTITLEMENTS

[3] THIS AGREES WITH CONTRACT MINUS WATER THAT HAD BEEN TRANSFERRED TO CITY OF YAKIMA FOR USE BY CITY AT CHANGED POINT OF DIVERSION.

[4] DEPT. OF AGRICULTURE (20) MUOTH (22.9) FUNKHOUSER (13.1) COVER (120) BOYD (160)

APPENDIX III-B

TOTAL WATER SUPPLY AVAILABLE

The components of the TWSA forecasts are as follows:

- Estimated natural flow. Natural runoff is estimated for three precipitation scenarios—50 percent of normal, normal, and 150 percent of normal for the ensuing months.

- Current end of month reservoir contents are added. This is the amount of water stored in the reservoirs at the end of the prior month.

- Estimated irrigation return flows are added. Irrigation return flows are the amount of water that returns to the river system after diversion and application to the land. Three estimates based on diversions anticipated with the three precipitation scenarios are made.

  (The sum of the above three items provides a volume used to determine instream flow targets in accordance with the operating criteria of Title XII).

- Residual storage at the end of September is subtracted. The residual storage is that quantity of water that cannot be discharged from the reservoirs because of hydraulic constraints, about 50,000 acre-feet, and anticipated carryover storage.

- Estimated flow passing Sunnyside Diversion Dam is subtracted. This estimate includes undiverted unregulated flow and operational spills based on historic flows in similar water years. Streamflow requirements in excess of undiverted unregulated flow and operational spills are also subtracted (the amount determined in accordance with Title XII).

Entitlements by month and for the water year and the TWSA forecast period of April through September are summarized in Table I.

Table I.—Water Entitlements Upstream of the Parker Gage (Acre-Feet)			
Month	**Entitlement**	**Proratable**	**Non-proratable**
April	263,159		
May	421,037		
June	445,054		
July	462,169		
August	448,239		
September	304,805		
October	161,230		
April through September	2,344,443	1,235,848	1,108,595
April through October	2,505,673	1,279,883	1,225,790

When prorating is necessary the general proration formula is:

Proration = (TWSA for irrigation-Total non-proratable entitlement)/Total proratable entitlement

Table II summarizes the amount of proration each month, the overall proration and total annual diversions for the 27 years of 1970 through 1996.

Table II.—Proration During 1973-1994									
	Proration (Percent of Proratable Entitlement)							**Acre-Feet**	
Year	**April**	**May**	**June**	**July**	**August**	**September**	**Season**	**Diversion**	**Entitlement**
1973			80	80	80	80	80	2,123,000	2,344,443
1977	26	50	50	70	70	70	66	1,859,000	2,344,443
1979				75	46		65	1,806,000	2,344,442
1987			73	70	68	68	68	1,969,000	2,344,343
1988				82	90	90	90	1,923,000	2,344,343
1992		58	58	58	58	58	58	1,859,000	2,344,343
1993	85	85	56	64	67	67	67	1,746,000	2,344,343
1994		35	34	39	39	37	37	1,555,000	2,344,343

APPENDIX IV-A

STATE OF WASHINGTON
CLASSES OF SURFACE WATER AND CHARACTERISTIC USES

Classes of Surface Water and Characteristic Uses				
Item	**Class AA**	**Class A**	**Class B**	**Class C**
Condition	Extraordinary	Excellent	Good	Fair
General Characteristic	Markedly and uniformly exceeds requirements for all or most uses	Meets or exceeds requirements for all uses	Meets or exceeds requirements for most uses	Meets or exceeds requirements of selected uses
Characteristic Use				
Water Supply				
Domestic	Yes	Yes	No	No
Industrial	Yes	Yes	Yes	Yes
Agricultural	Yes	Yes	Yes	No
Stock	Yes	Yes	Yes	No
Fish and Shellfish				
Fish	Migration, Rearing, Spawning, Harvesting	Migration, Rearing, Spawning, Harvesting	Migration, Rearing, Harvesting	Migration
Shellfish	Spawning, Rearing, Harvesting	Spawning, Rearing, Harvesting	Spawning, Rearing	No
Wildlife Habitat	Yes	Yes	Yes	No
Recreation				
Primary contact	Yes	Yes	No	No
Secondary contact	Yes	Yes	Yes	Yes
Navigation	Yes	Yes	Yes	Yes

APPENDIX IV-B

SECTION 303(d) 1998 PROPOSED LIST

WATERBODY SEGMENT NUMBER[1]	WATERBODY NAME	PARAMETERS EXCEEDING STANDARDS
WA-37-1010	Yakima River	4,4'-DDD, 4,4'-DDE, Arsenic, Cadmium, Copper, DDT, Dieldrin, Dissolved Oxygen, Endosulfan, Fecal Coliform, Instream Flow, Mercury, PCB-1254, PCB-1260, pH, Temperature, Turbidity
WA-37-1012	Snipes Creek	Dieldrin, Dissolved Oxygen, Temperature
WA-37-1014	Spring Creek	DDT
WA-37-1020	Yakima River	4,4'-DDE, Ammonia-N, Chlorine, DDT, Dieldrin, Instream Flow, Temperature
WA-37-1024	Granger Drain	4,4'-DDD, 4,4'-DDE, Ammonia-N, DDT, Dieldrin, Dissolved Oxygen, Endosulfan, Fecal Coliform, pH, Temperature
WA-37-1025	Marion Drain	On Yakama Nation lands and is not under State's jurisdiction
WA-37-1030	Sulphur Creek Wasteway	4,4'-DDD, 4,4'-DDE, Arsenic, DDT, Dieldrin, Endosulfan, Mercury, Silver, Temperature
WA-37-1035	Satus Creek	On Yakama Nation lands and is not under State's jurisdiction
WA-37-1040	Yakima River	Ammonia-N, Chlorine, Fecal Coliform, Mercury, Silver
WA-37-1047	Wide Hollow Creek	4,4'-DDD, 4,4'-DDE, DDT, Dieldrin, Dissolved Oxygen, Endosulfan, Fecal Coliform, Temperature
WA-37-1048	Moxee (Birchfield) Drain	4,4'-DDD, 4,4'-DDE, Chlorpyrifos, DDT, Dieldrin, Dissolved Oxygen, Endosulfan, Fecal Coliform, Malathion, pH, Temperature
WA-37-1050	Toppenish Creek	On Yakama Nation lands and is not under State's jurisdiction
WA-37-2000	Ahtanum Creek	
WA-37-2105	Spring Creek	Temperature
WA-37-9030	Giffin Lake	Total Phosphorus

APPENDIX IV-B

SECTION 303(d) 1998 PROPOSED LIST

WATERBODY SEGMENT NUMBER[1]	WATERBODY NAME	PARAMETERS EXCEEDING STANDARDS
WA-38-1010	Naches River	pH, Silver, Temperature
WA-38-1015	Cowiche Creek	Fecal Coliform, Instream Flow, Temperature
WA-38-1016	Cowiche Creek, N.F.	Fecal Coliform, Temperature
WA-38-1017	Cowiche Creek, S.F.	Fecal Coliform, Temperature
WA-38-1018	Reynolds Creek	Temperature
WA-38-1020	Tieton River	
WA-38-1035	Rattlesnake Creek	Temperature
WA-38-1036	Little Rattlesnake Creek	Temperature
WA-38-1037	Rattlesnake Creek	Temperature
WA-38-1041	Gold Creek	Temperature
WA-38-1060	American River	Temperature
WA-38-1070	Bumping River	Temperature
WA-38-1080	Little Naches River	Temperature
WA-38-1081	Crow Creek	Temperature
WA-38-1086	Mathew Creek	Temperature
WA-38-1088	Bear Creek	Temperature
WA-38-1091	Blowout Creek	Temperature
WA-38-2110	Nile Creek, N.F.	Temperature
WA-38-3000	Tieton River, S.F.	Temperature
WA-38-9080	Myron Lake	Ammonia-N

APPENDIX IV-B

SECTION 303(d) 1998 PROPOSED LIST

WATERBODY SEGMENT NUMBER[1]	WATERBODY NAME	PARAMETERS EXCEEDING STANDARDS
WA-39-1010	Yakima River	4,4'-DDE, DDT, Dieldrin, Silver
WA-39-1012	Wenas Creek	Instream Flow
WA-39-1020	Wilson Creek	Temperature, Fecal Coliform
WA-39-1025	Taneum Creek	Temperature
WA-39-1030	Yakima River	4,4'-DDE, Ammonia-N, Cadmium, Copper, DDT, Mercury
WA-39-1032	Cherry Creek	Temperature, DDT, 4.4'-DDE, Dieldrin
WA-39-1034	Cooke Creek	Dissolved Oxygen, Temperature, Fecal Coliform
WA-39-1037	Crystal Creek	pH
WA-39-1050	Cle Elum River	Temperature
WA-39-1051	French Cabin Creek	
WA-39-1053	Thorp Creek	Temperature
WA-39-1055	Cooper River	Temperature
WA-39-1057	Waptus River	Temperature
WA-39-1060	Yakima River	Temperature, Dissolved Oxygen
WA-39-1070	Yakima River	Temperature
WA-39-1073	Big Creek	Temperature, Instream Flow
WA-39-1075	Cabin Creek	Temperature
WA-39-1077	Log Creek	Temperature
WA-39-1110	Selah Ditch	Ammonia-N, Chlorine, Dissolved Oxygen
WA-39-1300	Gale Creek	Temperature
WA-39-1350	Meadow Creek	Temperature
WA-39-1390	Gold Creek	Temperature

APPENDIX IV-B

SECTION 303(d) 1998 PROPOSED LIST

WATERBODY SEGMENT NUMBER[1]	WATERBODY NAME	PARAMETERS EXCEEDING STANDARDS
WA-39-1400	Swauk Creek	Temperature
WA-39-1425	Williams Creek	Temperature
WA-39-1435	Blue Creek	Temperature
WA-39-1440	Iron Creek	Temperature
WA-39-1500	Taneum Creek	Instream Flow
WA-39-1520	Taneum Creek	Temperature
WA-39-1558	Lookout Creek	Temperature
WA-39-1570	Taneum Creek, S.F.	Temperature
WA-39-2000	Teanaway River	Instream Flow, Temperature
WA-39-2100	Teanaway River, N.F.	Temperature
WA-39-2150	Teanaway River, N.F.	Temperature
WA-39-2155	Stafford Creek	Temperature
WA-39-2200	Teanaway River, M.F.	Temperature
WA-39-2250	Teanaway River, M.F.	Temperature
WA-39-2300	Teanaway River, W.F.	Temperature
WA-39-2350	Teanaway River, W.F.	Temperature
WA-39-3000	Manastash Creek	Instream Flow
WA-39-3020	Manastash Creek, S.F.	Temperature
WA-39-3025	Manastash Creek, S.F.	Temperature

[1] See pages 5 - 8

STATE OF WASHINGTON
WATERBODY SEGMENT IDENTIFICATION LIST

SEGMENT NUMBER	WATERBODY NAME	SEGMENT DESCRIPTION
WA-37-1010	YAKIMA RIVER	MOUTH AT COLUMBIA (RM 335.2) TO TOPPENISH CREEK (RM 80.4). (RM 59.8 TO TOP OF SEGMENT IS PARTIALLY UNDER THE JURISDICTION OF THE YAKAMA INDIAN NATION)
WA-37-1012	SNIPES CREEK	MOUTH AT YAKIMA (RM 41.8 DOWNSTREAM OF PROSSER) TO HEADWATERS
WA-37-1014	SPRING CREEK	MOUTH AT YAKIMA (RM 41.8) TO HEADWATERS
WA-37-1020	YAKIMA RIVER	TOPPENISH CREEK (RM 80.4) TO SUNNYSIDE DAM BRIDGE (RM 103.8). (THIS ENTIRE SEGMENT IS PARTIALLY UNDER THE JURISDICTION OF THE YAKAMA NATION)
WA-37-1024	GRANGER DRAIN	MOUTH AT YAKIMA (RM 83 AT GRANGER) TO HEADWATERS
WA-37-1025	MARION DRAIN	MOUTH AT YAKIMA (RM 82.9 NEAR GRANGER) TO HEADWATERS NEAR LABBEE AIRPORT. (THE SEGMENT IS ENTIRELY UNDER THE JURISDICTION OF THE YAKAMA NATION)
WA-37-1030	SULPHUR CREEK	MOUTH AT YAKIMA (RM 61.0) TO WASTEWAY HEADWATERS
WA-37-1035	SATUS CREEK	MOUTH AT YAKIMA (RM 69.6) TO DEADWATERS. (THE SEGMENT IS ENTIRELY UNDER THE JURISDICTION OF THE YAKAMA NATION)
WA-37-1040	YAKIMA RIVER	SUNNYSIDE DAM BRIDGE (RM 103.8) TO NACHES RIVER (RM 116.3). (THE SEGMENT FROM RM 103.8 TO106.9 IS PARTIALLY UNDER THE JURISDICTION OF THE YAKAMA NATION)
WA-37-1047	WIDE HOLLOW CREEK	MOUTH AT YAKIMA (RM 104.7) TO HEADWATERS
WA-37-1048	MOXEE (BIRCHFIELD) DRAIN	MOUTH AT YAKIMA (RM 107.6 NEAR UNION GAP) TO HEADWATERS ALONG BIRCHFIELD ROAD
WA-37-1050	TOPPENISH CREEK	MOUTH AT YAKIMA (RM 80.4 SOUTH OF GRANGER) TO HEADWATERS. (THE SEGMENT IS ENTIRELY UNDER THE JURISDICTION OF THE YAKAMA NATION)

APPENDIX IV-B

STATE OF WASHINGTON
WATERBODY SEGMENT IDENTIFICATION LIST

SEGMENT NUMBER	WATERBODY NAME	SEGMENT DESCRIPTION
WA-37-2000	AHTANUM CREEK	MOUTH AT YAKIMA (RM 106.9) TO CONFLUENCE OF N.F. AND S.F. (RM 23.1). (THE SEGMENT IS PARTIALLY UNDER THE JURISDICTION OF THE YAKAMA NATION)
WA-37-2105	SPRING CREEK	MOUTH AT BACHELOR CREEK (RM 2.0 NEAR HATCHERY) TO HEADWATERS
WA-37-9030	GIFFIN LAKE	LAT/LONG = 461439/1210148 TRS = 09N-22E-23 ELEV = 0 FT MEAN DEPTH - 4 FT MAX DEPTH = 7FT VOLUME = 377 AF
WA-38-1010	NACHES RIVER	MOUTH AT YAKIMA (RM 116.3) TO TIETON RIVER (RM 17.5)
WA-38-1015	COWICHE CREEK	MOUTH AT NACHES (RM 2.7) TO HEADWATERS (INCLUDES BOTH N.F. (19.1 MILES) AND S.F. (22.2 MILES)
WA-38-1016	COWICHE CREEK, N.F.	MOUTH AT COWICHE CREEK (RM 7.5) TO HEADWATERS
WA-38-1017	COWICHE CREEK, S.F.	MOUTH AT COWICHE CREEK (RM 7.5) TO HEADWATERS
WA-38-1018	REYNOLDS CREEK	MOUTH AT S.F. COWICHE (RM 11.8) TO HEADWATERS ON STORBACH MOUNTAIN
WA-38-1020	TIETON RIVER	MOUTH AT NACHES (RM 17.5) TO RIMROCK LAKE DAM
WA-38-1035	RATTLESNAKE CREEK	MOUTH AT NACHES (RM 27.8) TO NATIONAL FOREST BOUNDRY (RM 1.2)
WA-38-1036	LITTLE RATTLESNAKE CREEK	MOUTH AT RATTLESNAKE CREEK (RM 1.1) TO NATIONAL FOREST BOUNDARY (RM 5.0)
WA-38-1037	RATTLESNAKE CREEK	NATIONAL FOREST BOUNDARY (RM 1.2) TO HEADWATERS
WA-38-1041	GOLD CREEK	MOUTH AT NACHES (RM 38.2) TO HEADWATERS, INCLUDES N.F. (3.0 RM)
WA-38-1060	AMERICAN RIVER	MOUTH AT BUMPING (RM 3.5) TO HEADWATERS
WA-38-1070	BUMPING RIVER	AMERICAN R. (RM 3.5) TO BUMPING LAKE DAM (RM 17.0)
WA-38-1080	LITTLE NACHES RIVER	MOUTH AT NACHES (RM 44.6) TO CONFLUENCE OF M.F. AND N.F. (RM 13.20

STATE OF WASHINGTON
WATERBODY SEGMENT IDENTIFICATION LIST

SEGMENT NUMBER	WATERBODY NAME	SEGMENT DESCRIPTION
WA-38-1081	CROW CREEK	MOUTH AT LITTLE NACHES (RM 3.2) TO HEADWATERS NEAR HAYDEN PASS
WA-38-1086	MATHEW CREEK	MOUTH AT LITTLE NACHES (RM 9.5) TO HEADWATERS
WA-38-1088	BEAR CREEK	MOUTH AT LITTLE NACHES (RM 10.9) TO HEADWATERS
WA-38-1091	BLOWOUT CREEK	MOUTH AT N.F. LITTLE NACHES (RM 0.6) TO HEADWATERS
WA-38-2110	NILE CREEK, N.F.	MOUTH AT NILE CREEK (RM 4.0) TO HEADWATERS
WA-38-3000	TIETON RIVER, S.F.	MOUTH AT RIMROCK LAKE TO HEADWATERS NEAR GILBERT PEAK
WA-38-9080	MYRON LAKE	ALONG HIGHWAY 12 IN NORTH YAKIMA, TRS = 13N-18E-10, MEAN DEPTH = 9.1 METERS, MAX DEPTH -13.9 METERS
WA-39-1010	YAKIMA RIVER	NACHES RIVER (RM 116.3) TO WILSON CREEK (RM 147.0)
WA-39-1012	WENAS CREEK	MOUTH AT YAKIMA (RM 122.4) TO OUTLET OF WENAS LAKE
WA-39-1020	WILSON CREEK	MOUTH AT YAKIMA (RM 147.0) TO HEADWATERS
WA-39-1025	TANEUM CREEK	MOUTH AT WILSON CREEK (RM 20.0) TO HEADWATERS AT HANEY MEADOW
WA-39-1030	YAKIMA RIVER	WILSON CREEK (RM 147.0) TO CLE ELUM RIVER (RM 185.6)
WA-39-1032	CHERRY CREEK	MOUTH AT WILSON CREEK (RM 1.1 AT THRALL) TO HEADWATERS
WA-39-1034	COOKE CREEK	MOUTH AT CHERRY CREEK (RM 3.0) TO HEADWATERS
WA-39-1037	CRYSTAL CREEK	MOUTH AT YAKIMA (RM 183.1) TO CONFLUENCE OF WEST FORK AND MIDDLE FORK (RM 3.0)
WA-39-1050	CLE ELUM RIVER	CLE ELUM LAKE (RM 15.9) TO OUTLET OF HYAS LAKE
WA-39-1051	FRENCH CABIN CREEK	MOUTH AT CLE ELUM (RM 15.9) TO HEADWATERS NEAR SOUTH PEAK

STATE OF WASHINGTON
WATERBODY SEGMENT IDENTIFICATION LIST

SEGMENT NUMBER	WATERBODY NAME	SEGMENT DESCRIPTION
WA-39-1053	THORP CREEK	MOUTH AT CLE ELUM (RM 17.2) TO OUTLET OF THORP LAKE
WA-39-1055	COOPER RIVER	MOUTH AT CLE ELUM (RM 19.2) TO HEADWATERS AT CHIMNEY ROCK
WA-39-1057	WAPTUS RIVER	MOUTH AT CLE ELUM (RM 21.5) TO OUTLET OF IVANHOE LAKE
WA-39-1060	YAKIMA RIVER	CLE ELUM RIVER (RM 185.6) TO LAKE EASTON DAM (RM 202.5)
WA-39-1070	YAKIMA RIVER	LAKE EASTON DAM (RM 202.5) TO KEECHELUS DAM (RM 214.5)
WA-39-1073	BIG CREEK	MOUTH AT YAKIMA (RM 195.8) TO HEADWATERS
WA-39-1075	CABIN CREEK	MOUTH AT YAKIMA (RM 205.0) TO HEADWATERS
WA-39-1077	LOG CREEK	MOUTH AT CABIN CREEK (RM 5.3) TO HEADWATERS NEAR BLOWOUT MOUNTAIN
WA-39-1110	SELAH DITCH	MOUTH AT GOLF CLUB CREEK (RM 0.1) TO HEADWATERS NEAR SELAH
WA-39-1300	GALE CREEK	MOUTH AT KACHEES LAKE TO OUTFLOW FROM SWAN LAKE
WA-39-1350	MEADOW CREEK	MOUTH AT KEECHELUS LAKE TO HEADWATERS NEAR MEADOW MOUNTAIN
WA-39-1390	GOLD CREEK	MOUTH AT KEECHELUS LAKE TO HEADWATERS NEAR CHIKAMIN PEAK
WA-39-1400	SWAUK CREEK	MOUTH AT YAKIMA (RM 169.9) TO NATIONAL FOREST BOUNDARY (RM 9.1)
WA-39-1420	SWAUK CREEK	NATIONAL FOREST BOUNDARY (RM 9.1) TO HEADWATERS
WA-39-1425	WILLIAMS CREEK	MOUTH AT SWAUK CREEK (RM 11.0) TO HEADWATERS
WA-39-1435	BLUE CREEK	MOUTH AT SWAUK CREEK (RM 15.1) TO HEADWATERS
WA-39-1440	IRON CREEK	MOUTH AT SWAUK CREEK (RM 17.3) TO HEADWATERS

STATE OF WASHINGTON
WATERBODY SEGMENT IDENTIFICATION LIST

SEGMENT NUMBER	WATERBODY NAME	SEGMENT DESCRIPTION
WA-39-1500	TANEUM CREEK N.F.	MOUTH AT YAKIMA (RM 166.1) TO NATIONAL FOREST BOUNDARY (RM 8.2)
WA-39-1520	TANEUM CREEK	NATIONAL FOREST BOUNDARY (RM 8.2) TO CONFLUENCE OF N.F. AND S.F. (RM 12.7)
WA-39-1558	LOOKOUT CREEK	MOUTH AT N.F. TANEUM CREEK (RM 8.5) TO HEADWATERS
WA-39-1570	TANEUM CREEK, S.F.	MOUTH AT TANEUM CREEK (RM 12.7 CONFLUENCE WITH N.F.) TO HEADWATERS
WA-39-2000	TEANAWAY RIVER	MOUTH AT YAKIMA (RM 176.1) TO N.F. TEANAWAY RIVER (RM 10.6)
WA-39-2100	TEANAWAY RIVER, N.F.	MOUTH AT TEANAWAY (RM 10.6) TO NATIONAL FOREST BOUNDARY (RM 7.0)
WA-39-2150	TEANAWAY RIVER, N.F.	NATIONAL FOREST BOUNDARY (RM 7.0) TO HEADWATERS
WA-39-2155	STAFFORD CREEK	MOUTH AT N.F. TEANAWAY (RM 8.3) TO HEADWATERS
WA-39-2200	TEANAWAY RIVER, M.F.	MOUTH AT TEANAWAY (RM 11.7 CONFLUENCE WITH W.F.) TO NATIONAL FOREST BOUNDARY (RM 5.0)
WA-39-2250	TEANAWAY RIVER, M.F.	NATIONAL FOREST BOUNDARY (RM 5.0) TO HEADWATERS
WA-39-2300	TEANAWAY RIVER, W.F.	MOUTH AT TEANAWAY (RM 11.7 CONFLUENCE WITH M.F.) TO NATIONAL FOREST BOUNDARY (RM 6.6)
WA-39-2350	TEANAWAY RIVER, W.F.	NATIONAL FOREST BOUNDARY (RM 6.6) TO HEADWATERS
WA-39-3000	MANASTASH CREEK	MOUTH AT YAKIMA (RM 154.5) TO CONFLUENCE OF N.F. AND S.F. (RM 8.5)
WA-39-3020	MANASTASH CREEK, S.F.	MOUTH AT MANASTASH (RM 8.5 CONFLUENCE WITH N.F.) TO WENATCHEE NATIONAL FOREST BOUNDARY
WA-39-3025	MANASTASH CREEK, S.F.	WENATCHEE NATIONAL FOREST BOUNDARY TO HEADWATERS

TOTAL MAXIMUM DAILY LOAD REPORT

Primary Document Source: Washington State Department of Ecology Report on "A Suspended Sediment and DDT Total Maximum Daily Load Evaluation Report for the Yakima River" July 1997, Publication No. 97-321 (TMDL Report).

Background

The effects of soil erosion on the landscape and the effects of sediment and DDT on the aquatic resources in the Yakima River basin have been the focus of numerous activities by several agencies. Recent water quality evaluations have indicated that beneficial uses are still impaired by sediment and sediment-borne pollutants like DDT from irrigation return flows. Consequently, several reaches of the Yakima River and several of its tributaries violate state water quality criteria and Federal guidelines.

Under the requirements of Section 303(d) of the Federal Clean Water Act and Chapter 90.48 of the Revised Code of Washington, the Washington State Department of Ecology (Ecology) conducted a total maximum daily load (TMDL) evaluation in the lower Yakima River basin to control sediment, turbidity, and DDT contamination. Ecology sees these as key contaminants, the control of which, will make far-reaching water quality and fish habitat improvements in the Yakima River basin.

The TMDL project was undertaken in two phases. Phase I monitoring activities took place during the last half of the 1994 irrigation season. This screening evaluation of tributaries from the Kittitas and lower Yakima agricultural areas verified that the lower Yakima Valley required more immediate attention to reduce suspended sediment loading. Phase II monitoring was conducted over the entire 1995 irrigation season focusing on drains and tributaries in the most heavily irrigated areas of the lower Yakima Valley.[1]

The major problem areas identified in the TMDL Report as contributing to sediment loading in the Yakima River are the Moxee Main Drain (RM 107.3), Granger Drain (RM 82.8), and Sulphur Creek Wasteway (RM 61.0). Water quality improvement activities are currently underway in these areas. Others, in which work is currently being done and should continue, are Satus Creek (RM 69.6) and Spring Creek (RM 41.8).

[1] The lower Yakima Valley is defined in the TMDL Report as the area downstream of Selah Gap excluding the Naches River drainage.

The TMDL Report contains determinations of pollutant reductions needed to meet water quality standards (targets). Targets for the reduction of turbidity are to be achieved by reducing total suspended solids in the Yakima River mainstem and in drains and tributaries which will also reduce DDT and other pollutants as follows:

- a turbidity limit in the Yakima River to protect fish health and habitat.
- a set of turbidity and suspended sediment limits for individual drains and tributaries to protect fish health and habitat.
- long-range suspended sediment goals for individual drains and tributaries to reduce associated DDT contamination that is a health risk to people, aquatic organisms, and wildlife.

The TMDL process allows a phased-approach to be accomplished with scheduling of target load or concentration reductions over several years. The proposed phasing of target loads and TMDL related activities are:

Within 5 Years (2002)

Yakima River mainstem will comply with the turbidity of not more than a 5 NTU increase between the confluence of the Yakima and Naches Rivers (RM 116.3) and the Kiona gage at Benton City (RM 30).

All drains and tributaries within the project area will comply with the 90th percentile turbidity target of 25 NUT at the mouths, especially Moxee Drain, Granger drain, Sulphur Creek, and Spring Creek.

The efficacy of using TSS load targets for tributaries and drains where the 25 NTU target is not representative of total load reductions, will be evaluated.

Agreements between the State of Washington, Yakama Nation, and the U.S. Environmental Protection Agency that sets load allocations for the Yakama Reservation, and management of basin water quality will be completed.

Within 10 Years (2007)

The mouths of all tributaries and drains, and all points within all basin tributaries and drains will comply with the 90th percentile turbidity target of 25 NTU.

The 7 mg/L TSS target developed to meet the DDT chronic aquatic toxicity criterion will be re-evaluated using additional data and historical pesticide use analysis.

Target controls and a strategy to meet the DDT human health criteria in fish and water will be developed.

Yakima River mainstem will comply with the turbidity target of not more than a 5 NTU increase between the confluence of the Yakima and Naches Rivers and the Van Geisan Road Bridge at West Richland (RM 8.4).

Within 15 years (2012)

All tributaries and drains, and the Yakima River mainstem will comply with the 1 mg/L DDT chronic aquatic toxicity criterion by the 7 mg/L TSS target or its modified form (see 10 year).

A control strategy to meet DDT human health criteria using TSS or other targets will be established.

Within 20 Years (2017)

The DDT human health criteria in fish and water will be met.

APPENDIX V

WASHINGTON STATE WETLANDS RATING SYSTEM FOR EASTERN WASHINGTON

Summary of Rationale for Wetland Categories

This rating system was designed to differentiate between wetlands based on their sensitivity to disturbance, rarity, irreplaceability and the functions and values they provide. The emphasis is on rating highly those wetlands where our confidence in replacing them is low or their sensitivity to adjacent disturbance is high. The rating categories are intended to be used with a management scheme similar to that outlined in the Model Ordinance. Use of these management standards with this rating system should result in adequate protection of all wetland resources. Use of lesser standards may result in a loss of wetland functions and values.

At first glance it may appear that this rating system is weighted toward wildlife habitat functions and values provided by wetlands with little attention devoted to hydrologic and water quality functions. Rating of the hydrologic functions provided by wetlands is inherent in many of the factors such as connection to streams and size of the wetland. In addition, the indicators of significant hydrologic functions are more complex and costly to assess and were considered inappropriate to use in this context.

Finally, the assumption is made that the management standards will address many concerns regarding loss of hydrologic functions. For example, most wetlands providing important hydrologic functions would fall in Categories I, II, or III and thus, would only be altered if there was no practicable alternative and would receive buffers greater than 50 feet. The only wetlands falling into Category IV would be small, isolated wetlands which provide minimal hydrologic functions which can be replicated in most cases.

It is important to understand that this rating system is not intended to substitute for a detailed functional assessment of a wetland where that is appropriate.

The development of the rating system methodology involved the review of draft documents by two teams, a Technical Review Team and an Implementation Review Team.

The following description of each of the categories summarizes the rationale for each category. As a general principle, it is important to note that all of the categories have valuable functions in the landscape, and all are worthy of inclusion in wetlands protection programs.

APPENDIX V

CATEGORY I

These wetlands are the "cream of the crop." Generally, these wetlands are not common and would make up a small percentage of the wetlands in the state. These are wetlands that: 1) are very valuable for a particular rare species; 2) represent a high quality example of a rare wetland type; 3) are rare within a given region; or, 4) provide irreplaceable functions and values, i.e., they are impossible to replace within a human lifetime, if at all. We cannot afford the risk of any degradation to these wetlands.

CATEGORY II

These wetlands are those that: 1) provide habitat for very sensitive or important wildlife or plants; 2) are either difficult to replace; or, 3) provide very high functions and values, particularly for wildlife habitat. These wetlands occur more commonly than Category I wetlands and need a high level of protection.

CATEGORY III

These wetlands provide important functions and values. They are important for a variety of wildlife species and occur more commonly throughout the state than either Category I or II wetlands. Generally these wetlands will be smaller, less diverse and/or more isolated than Category II wetlands. They will occur more frequently, be difficult to replace, and need a moderate level of protection.

CATEGORY IV

These wetlands are those that are smaller, isolated and have less diverse vegetation. These are wetlands that we should be able to replace, and in some cases be able to improve on from a habitat standpoint. However, we know that replacement cannot be guaranteed in any specific case. These wetlands do provide important functions and values. In some areas these wetlands may be providing important groundwater recharge and water pollution prevention functions, and therefore, may be more important from a local point of view. They may also be providing important flood storage capacity, and therefore, be important in reducing both the extent and frequency of flood events. Thus, regional differences may call for a more narrow definition of this category.

APPENDIX VI

To: Potential Program Participants

From: James A. Esget, Program Manager
Yakima River Basin Water Enhancement Project

Subject: Application Package and Guidelines for the Preparation of Water Conservation Plans Under the Yakima River Basin Water Conservation Program, Yakima River Basin Water Enhancement Project, Washington.

The Bureau of Reclamation and State of Washington Department of Ecology are pleased to provide you with a copy of the application and guideline package to participate in the Yakima River Basin Water Conservation Program (Basin Conservation Program). This program is a result of years of cooperative study in the Yakima basin, which many of you participated in.

The Basin Conservation Program is a multi-year effort to identify and implement structural and non-structural water conservation measures in the basin to meet the goals of Title XII of Public Law 103-434 (Yakima River Basin Water Enhancement Project). Those goals include: 1) protection, mitigation, and enhancement of fish and wildlife through improved water management; improved instream flows; improved water quality; protection, creation and enhancement of wetlands; and by other appropriate means; and 2) improvement in the reliability of water supply for irrigation.

The Basin Conservation Program is structured in four phases: 1) development of water conservation plans; 2) investigation of specific water conservation measures (feasibility analysis); 3) implementation; and, 4) post-implementation monitoring and evaluation. Funding for the program is structured as follows:

Program Phase	Non-Federal		Federal Grant
	State Grant	Local	
1. Development of water conservation plans	50% but not more than $200,000 per recipient	(Residual amount if any)	50%
2. Investigation of specific water conservation measures (feasibility analysis)	50% but sum of 1 and 2 not greater than $200,000 per recipient	20% after deducting State funds for Item 2	Residual amount after deducting State and local funds for Item 2
3. and 4. Implementation and post-implementation monitoring and evaluation	17.5%	17.5%	65.0%

APPENDIX VI

The first phase of the Basin Conservation Program is conservation planning. The enclosed guidelines are intended to provide guidance in developing water conservation plans identifying specific conservation measures that may be implemented by basin water users. These plans are required to obtain Federal and State grants to further refine the proposed conservation measures (feasibility analysis) for ultimate implementation.

We invite you to review this package and to complete the application if you are interested in applying for funding from Reclamation and Ecology to prepare a water conservation plan under the Basin Conservation Program. We encourage those interested in participating in the Basin Conservation Program not to delay in applying or otherwise expressing interest in the program. Current funding authorizations will not prove adequate to pay for every potential water conservation project in the Yakima River basin. Early implementation of conservation measures funded by the Basin Conservation Program will yield immediate dividends for fish and wildlife and a more reliable irrigation water supply.

Please take special note that Section 1203(a)(1) of Pub. L. 103-434 requires "that all water districts, irrigation districts, individuals, or other entities eligible to participate in the Basin Conservation Program must equip all surface water delivery systems within their boundaries with volumetric water meters or equally effective water measuring methods within 5 years of enactment of this Act." This requirement must be met by October 31, 1999, in order for you to be eligible to participate in the Basin Conservation Program.

The enclosures provide additional information about the Basin Conservation Program. If you have any questions, please call Jerry Jacoby at (509) 575-5848, extension. 282.

Enclosures

APPENDIX VI

YAKIMA RIVER BASIN WATER ENHANCEMENT PROJECT
BASIN CONSERVATION PROGRAM

The Basin Conservation Program is structured in four phases. These phases are: 1) development of water conservation plans, 2) feasibility analysis, 3) implementation, and 4) post-implementation monitoring. Following is a brief discussion of what participants can expect as they progress through the Basin Conservation Program:

1. The applicant requests planning funds by completing the application form. Applications for funding water conservation plans will be accepted by the Bureau of Reclamation (Reclamation) on a continuing basis.

2. Reclamation and Washington Department of Ecology (Ecology) evaluate the application and applicant will be notified, in writing, of the funding decision within 60 days of receipt of the application.

3. Reclamation, Ecology, and the entity will negotiate and enter into a three-party contract defining the "scope of work" and funding arrangements for completion of the conservation plan. Reclamation and Ecology's goal is to negotiate and execute the contract in 60 days.

4. The applicant develops a water conservation plan in accordance with the " GUIDELINES FOR THE PREPARATION OF WATER CONSERVATION PLANS." The completed plan is submitted to Reclamation for review and approval by Reclamation and Ecology.

5. Reclamation and Ecology will evaluate the measures planned and identify measures that have potential for implementation. Reclamation will notify the applicant, in writing, of the decision to fund a feasibility analysis. Reclamation and Ecology will strive to complete the evaluation in 60 days.

6. Reclamation, Ecology, and the entity will negotiate and enter into a three-party contract defining the "Scope of Work" and funding arrangements for completion of the feasibility analysis. Reclamation and Ecology's goal is to negotiate and execute the contract in 60 days.

7. The entity develops a feasibility analysis in accordance with the "GUIDELINES FOR FEASIBILITY INVESTIGATIONS," for the measures that have potential for implementation. The National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA) compliance process is initiated. Environmental impacts associated with implementing conservation measures, including any potential mitigation, must be evaluated in the feasibility analysis.

8. Reclamation and Ecology evaluate the feasibility analysis and make a funding decision for the conservation measures to be implemented. Reclamation will notify the entity, in writing, of the Reclamation and Ecology funding decision.

9. Reclamation and the entity will negotiate and enter into a diversion reduction agreement.

10. Reclamation, Ecology, and the entity will negotiate and enter into a three-party contract defining the "scope of work" and funding arrangements for implementation. Reclamation and Ecology's goal is to negotiate and execute the contract in 60 days.

11. The applicant takes steps necessary to install the funded conservation measures.

12. The entity will implement the monitoring program that has been previously described in the feasibility analysis to measure and monitor the effectiveness of implemented conservation measures.

APPENDIX VI

APPLICATION FOR FUNDS TO PREPARE WATER CONSERVATION PLAN
YAKIMA RIVER BASIN WATER CONSERVATION PROGRAM
YAKIMA RIVER BASIN WATER ENHANCEMENT PROJECT, WASHINGTON

The Yakima River Basin Water Conservation Program authorized by Title XII, Section 1203 of the Act of October 31, 1994 (Title XII), is a voluntary program to improve the availability of water supplies for irrigation and the protection and enhancement of fish and wildlife resources, including wetlands, in the Yakima River basin, Washington. Participating entities can acquire Federal and State funds in varying amounts to: 1) prepare water conservation plans; 2) conduct feasibility analysis (pre-implementation evaluations) of potential water conservation measures; 3) implement measures; and 4) for post-implementation monitoring of the effectiveness of the measures.

This form is to be used by entities within the Yakima River basin, Washington, applying for funds from the Bureau of Reclamation (Reclamation) and the State of Washington Department of Ecology (Ecology) to prepare water conservation plans under the Basin Conservation Program.

The Act provides that the cost of preparing a water conservation plan shall be shared as shown below. Reclamation and Ecology funds are grants and repayment is not required.

Reclamation Grant	Non-Federal	
	Ecology Grant	Local
50%	50% but not more than $200,000 per recipient	Residual amount, if any

Eligibility for Funds: Irrigation districts, conservation districts, water purveyors, other area wide entities, and individuals not included within an area wide entity are eligible for receiving Federal funds. The applicant must meet the definition of "public body" as defined in RCW 43.99E.030 to be eligible for receiving State funds.

Submittal of Applications: Reclamation will accept applications for funding water conservation plans on a continuing basis. Provide two originally signed applications with all of the attachments on each, including maps, attached sheets, letters, resolutions and other supporting documents, to:

United States Department of Interior
Bureau of Reclamation
Upper Columbia Area Office (Attention: UCA-1200)
PO Box 1749
Yakima WA 98907-1749

YAKIMA RIVER BASIN WATER CONSERVATION PROGRAM
APPLICATION FOR FUNDS TO PREPARE A WATER CONSERVATION PLAN

1. APPLYING FOR (Check one or both if appropriate)

☐ Federal Funds ☐ State Funds

2. APPLICANT NAME AND ADDRESS

3. APPLICANT ORGANIZATION

a. Authority (State Law) _____

b. Date Organized _____

4. APPLICANT CONTACT PERSON, TITLE, ADDRESS AND TELEPHONE NUMBER

5. WATER CONSERVATION PLAN DEVELOPMENT (In accordance with Basin Conservation Program Water Conservation Plan Guidelines dated April 1998.)

a. Development of plan.

Describe the general scope of work to prepare the plan, including any necessary data collection programs. Attach additional sheets if necessary. Please attach a general location map of the area to be covered by the plan.

b. Provide a general statement describing the types of improvements the District can make that will result in water savings.

c. Who will do the plan?

Applicant's staff	☐ Yes	☐ No
Applicant hires specialized staff	☐ Yes	☐ No
Applicant subcontracts	☐ Yes	☐ No

d. Will applicant's staff complete all or part of plan as scoped out in 5. above? ☐ All ☐ Part

(1) If the applicant's staff will work on the plan, describe what part and the qualifications of the staff.
(Attach additional sheets if necessary.)

(2) If applicant intends to hire specialized staff, list the planning assignments that the person or persons will be responsible for and what part of plan to be completed. If more space is needed, attach additional sheets.

(3) If the applicant intends to subcontract planning work, describe the procedure to be used to find and determine subcontractor.

6. APPLICANT'S RESOURCES

a. Does applicant intend to procure necessary resources and equipment to complete plan or part of plan?

☐ Yes ☐ No

If yes, describe resources and equipment that will be included in the fund request.

7. INTERGOVERNMENTAL COMMUNICATION

a. Provide the names of the governmental agencies and Indian Tribes the applicant will communicate with during the planning process.

b. Describe how the applicant intends to communicate with the agencies and Tribes listed.

8. PROJECT SCHEDULE AND DURATION

a. Approximately how long will it take to complete the water conservation plan?

b. Projected start date: _____

c. Projected completion date: _____

9. SOURCE OF FUNDS

a. Total Estimated Cost of Plan $ _____

b. Explain how applicant arrived at the cost estimate.

10. SERVICE AREA

a. Provide the following information:

(1) Total acres within boundaries of public body, district or entity: _____

(2) Total acres irrigated within boundaries of public body, district or entity: _____

(3) Total acres currently assessed: _____

(4) Current assessment structure:

(5) Do you employ a tiered pricing structure? If yes, please describe:

b. Describe the extent and type of present water measurements beginning at the point of diversion and through your system:

11. CERTIFICATION

a. I certify to the best of my knowledge that the information in this application is true and correct and that I am legally authorized to sign and submit this information on behalf of the applicant.

_____ _____

PRINTED NAME SIGNATURE

_____ _____

TITLE DATE

12. Acknowledgment.

a.. I understand that any water saved from implementing conservation measures, in whole or in part with Federal dollars, will result in reduced water diversions from the Yakima River or tributaries in accordance with Title XII of Public Law 103-434 otherwise known as the Yakima River Basin Water Enhancement Project.

b. I understand that participation in the Yakima River Basin Water Conservation Program requires that all surface water delivery systems within my entity's boundaries must be equipped with volumetric measuring devices or equally effective water measuring methods.

_____ _____

PRINTED NAME SIGNATURE

_____ _____

TITLE DATE

13. Send two originally signed applications with all attachments on each, including: maps, attached sheets, letters, resolutions and other supporting documents, to:

Bureau of Reclamation
Yakima River Basin Water Enhancement Project
PO Box 1749
Yakima WA 98907-1749

GUIDELINES FOR THE PREPARATION OF WATER CONSERVATION PLANS under the
Yakima River Basin Water Enhancement Project (YRBWEP)

PLAN CONTENTS

EXECUTIVE SUMMARY

Begin the water conservation plan with a brief executive summary. Include the following in the executive summary using the information developed for the water conservation plan: project name, location of project, total acres, acres eligible for water service, acres presently receiving water, water entitlements/rights, water diversions, water conservation goals, the water conservation plan proposed for implementation within the first five years (First Tier Plan), proposed water conservation measures, costs, anticipated reductions in water diversions, proposed financing of the First Tier Plan, anticipated environmental effects including effects on wetlands, and other significant or controversial issues.

The plan must contain and/or address the following:

1.0 ENTITY ORGANIZATION

1.1 Location

1.1.1 Prepare a general location map (8½ x 11 inches) clearly showing the entity's location within the Yakima River basin and pertinent county(s).

1.1.2 Provide a general description of geographic and hydrologic setting. Include reservoirs, rivers and streams, total acres within the entity's boundaries, assessed acres, irrigated acres, major crops grown and terrain.

1.2 Statutory Basis for the Entity

Reference the State statute authorizing the formation of and operation of the entity.

1.3 History of Development

Provide a brief history of irrigation development, formation of entity, source of water supply, and construction of entity's diversion, conveyance, and distribution facilities.

1.4 Management and Administration

Describe the entity's organizational structure including number of directors, how elected and terms, and entity management, operation and administrative staff.

2.0 LAND BASE, LAND USE AND GROUNDWATER DEVELOPMENT

2.1 Base Map

Prepare a base map showing natural features, streams, and the entity's boundaries. Use the USGS 7.5 minute topographic map for the appropriate quadrangle or an appropriate substitute to clearly show the entity's legal jurisdiction and boundaries and to permit the addition of information on lands and facilities required in other sections of these guidelines.

2.2 Service Area

Using the base map (Section 2.1), show the lands eligible to receive water under the entity's water right. If different from the assessed acres, explain.

2.3 Agricultural Use

Prepare a table showing the acreage eligible to receive water service, the irrigated acreage, and the crop distribution (by percentage) for the irrigated lands for each of the past five years.

2.4 Future Land Uses

Identify any growth trends that may affect the entity's assessment base/water needs within the next fifteen years.

2.5 Groundwater Development

Describe existing groundwater development (irrigation, domestic, and industrial) within the entity's boundaries and extent of use for irrigation.

From the best information available, describe the effect that the diversion, conveyance, distribution and application of water provided by the entity have upon each affected groundwater aquifer.

3.0 WATER SUPPLY, RIGHTS AND USE

3.1 Water Supply and Rights

3.1.1 Source(s) of water supply and associated rights/claims.

Describe the source(s) of the entity's water supply.

Prepare a table of water rights or claims by priority date. Explain by narrative information, if necessary, to clarify the rights and/or claims. The objective is to show the entity's pertinent legal water rights for storage, diversions, and places of water use. Information required includes the status (claims, permits, certificates), date of priority, Ecology water right number, maximum annual quantity (acre-feet), maximum instantaneous rate (cfs), place and time of use and special conditions attached.

3.1.2 Water Entitlements and Contracts

Provide a table showing water entitlements (monthly and annual acre-feet) and describe existing Reclamation water supply contracts and pertinent provisions relating to water entitlements and water diversions.

3.2 Water Use

3.2.1 Prepare a table showing the monthly and annual acre-feet of water diverted into the main headworks for the period of 1970 through 1994. Note the source of the information on the table.

Compute the average monthly and average annual acre-feet of diversions for the period of 1) 1970 through 1994, and 2) 1970 through 1994, without the eight water short years (1973, 1977, 1979, 1987, 1988, 1992, 1993, and 1994).

3.2.2 Deliveries and Operational Spills

Prepare a table showing: 1) the water delivered to the distribution/lateral system; 2) deliveries to the farm turnouts; and 3) operational spills. Show volume in annual and monthly acre-feet, and the maximum and minimum monthly instantaneous flows in cfs for 1970 through 1994 if available.

3.2.3 System Inflow-Outflow

Assess annual and monthly diverted water flows in acre-feet and cfs, through the entity's water system. Account for the water (water balance), assessing all inflows and outflows from the system.

3.3 Water Quality

Using data from available sources (e.g., USGS NWQA Studies, DOE TMDL Study), describe for the following parameters, the chemical and physical characteristics of the entity's water supply and return flows exiting the entity's service area: Total suspended solids, fecal coliform, turbidity, conductivity, dissolved oxygen, total nutrients, pH, and temperature. The description will cover the characteristics during on- and off-peak irrigation diversions, if possible.

4.0 FACILITIES AND OPERATIONS

4.1 Facilities

4.1.1 Facility Map

Illustrate the point(s) of diversion of the entity's water supply and major facilities on the map prepared in Section 2.2 and/or detailed maps as necessary.

4.1.2 Onfarm Facilities

Provide a general description of onfarm irrigation facilities and a table with an estimate of the number of acres under each type of system. This can be best accomplished working with conservation districts.

4.2 Operations

Describe the operation of the system involved with the diversion, conveyance, and distribution of water. Describe when water is normally turned-in and -out of the system and the procedures used to start-up and shut down the system, the water measurement and water accounting program, and operational changes during water short years. If the facilities are operated for uses other than irrigation describe how they are jointly operated.

4.3 Structural Integrity and Maintenance

Discuss the structural integrity of the existing facilities. Describe the condition of the diversion, main canals, reregulation, distribution/laterals, pumping, and drainage facilities and structures. Identify problems and needs.

Discuss the system maintenance program, and the adequacy of maintenance and replacement practices.

5.0 FUTURE WATER NEEDS

5.1 Forecast Future Trends of Water Use

If Section 2.4 identifies a change in water use as a result of land use trends, provide a description of potential changes in water needs and uses. The description will forecast acres of land to be irrigated and cropping patterns; acres of land estimated to change to urban use; and estimated annual water needs. (County Growth Management Plans will be of particular use in preparing this section of the Water Conservation Plan.)

5.2 Comparison of Future Water Needs to Water Supply

Compare the future water needs to the water supply available. Explain the reasons for any predicted changes in water use.

6.0 IDENTIFICATION AND ASSESSMENT OF WATER CONSERVATION OPPORTUNITIES

6.1 Water Conservation Goals and Objectives and Existing Water Conservation Measures

6.1.1 Describe the entity's goals and objectives for a water conservation program.

6.1.2 Describe past and current efforts toward improved water management and water use efficiency.

6.1.3 Describe onfarm coordination activities with water users, State conservation districts, and others.

6.2 Identification of Potential Water Conservation Measures

6.2.1 Entity System

Describe structural and non-structural measures that would result in reduced water diversions and improve the efficiency of water use.

Address the water conservation measures identified by Reclamation as critical to the success of any water management and conservation program. These are: 1) an effective water measuring and accounting system; 2) a water pricing structure free of disincentives to efficiency of use; and 3) an information and education program for users to promote efficiency.

6.2.2 Onfarm Systems

Describe any onfarm measures included in the water conservation plan. For example; conversion from surface to sprinkler or drip

irrigation; installation of soil moisture sensors; changes in management practices; and other conservation measures.

6.3 Proposed Water Conservation Plan

6.3.1 Proposed Measures

Tying to the entity's goals and objectives, discuss measures in consideration of effectiveness, management problems and needs, estimated reduced water diversions, estimated construction, operation and maintenance costs, anticipated environmental effects, impacts on wetland areas, and acceptability and feasibility of implementing measures.

Include estimates for: 1) the direct or proposed construction costs; 2) the indirect costs such as a reasonable construction contingency, a reasonable cost escalation between the present time and the future, future engineering services and costs for securing implementation financing; and 3) operation and maintenance costs covering all items needed to operate and maintain each of the measures.

6.3.2 Outline a proposed water conservation plan incorporating structural and non-structural measures and a time frame for implementation consisting of the following tiers: **First Tier**, within 5 years; **Second Tier**, within 10 years; and **Third Tier**, subsequent years.

6.3.3 **First Tier** Measures

6.3.3.1 Identify the location of the measures on the map prepared for Section 4.1.1.

6.3.3.2 Prepare conceptual designs of structural measures including preliminary information on soils and geological conditions where it is required for facility design. Include the design criteria and standards utilized in the conceptual design work. Information and conceptual drawings are required to demonstrate the concepts and viability of the plan and its components.

6.3.3.3 Review and confirm the cost estimates of the measures.

6.3.3.4 Prepare a timeline for having each measure of the plan operational, including pre-implementation and implementation work activities.

6.3.3.5 Quantify, for each measure, the reduction in average water diversions (monthly and annual) and the total for all of the **First Tier** measures.

Estimate the annual and monthly quantity of water that 1) would not be diverted as a result of implementing the water conservation plan; and 2) would not be returned to the river system as return flows. Identify to the extent possible, the point(s) where such return flows would normally reenter the river system. Apply the best field tested technological factors and methodology available, or if not available, use accepted theoretical methods to prepare this analysis.

6.3.3.6 Evaluate potential impacts on existing groundwater development, including domestic wells.

6.3.3.7 Using the base map or suitable substitute, identify associated wetlands and assess the impacts on them from implementation of the water conservation plan.

Where appropriate, describe conceptual mitigation plans to assure no net loss of wetland functions and values.

6.3.3.8 Using the parameters described in Section 3.3, evaluate impacts on water quality from implementation of the water conservation plan.

6.3.3.9 Quantify any net energy savings that would result from efficiency measures.

Calculate the monthly and seasonal energy requirements for the current system from existing records. If these do not exist, compute a best estimate of energy use.

Estimate the energy requirements for the proposed water conservation plan utilizing acceptable parameters from known systems, utility companies and industry. Quantify monthly and seasonal energy consumption for implementation of the system's components. Determine potential energy savings by comparison with existing system energy requirements.

6.3.3.10 Evaluate the socioeconomic impacts from implementation of the proposed water conservation plan. Discuss the benefits that would accrue from implementation of the water conservation plan.

Include a discussion of the willingness of the entity's water users to fund 17.5 percent of the cost of construction, and all future operation and maintenance costs, and to accept increased assessments if necessary. Evaluate the effects of any savings in operation and maintenance, or reduction in expenses as a result of improved efficiency.

6.3.3.11 Evaluate environmental effects.

Discuss the environmental effects of the First Tier measures.

6.3.3.12 Describe the proposed program for the coordination of onfarm water conservation efforts among the water users, State conservation districts, and others.

6.3.4 Second and Third Tier Measures

Briefly discuss the Second and Third Tier water conservation plan measures.

7.0 FINANCIAL

7.1 Present Financial Situation

7.1.1 Summarize operating income and expenses for the last 3-year period of record.

Show the current assessment rate structure with detailed narrative explanation. Include operation and maintenance expenses, annual debt payments and any funds being set aside for reserves or replacement. Segregate and show energy costs.

7.1.2 Provide data on the current indebtedness, if any, and repayment schedules.

7.1.3 Provide information on any current assessment water rate structures that encourage water use efficiency.

7.2 Develop a financial plan that addresses the implementation of each of the **First Tier** measures including changes in the assessment rate and the amount of funding requested from the Basin Conservation Program for feasibility investigation, implementation, and post-implementation monitoring phases. Describe the entity's ability to secure revenue other than through assessments such as bonds and other government programs.

Discuss potential changes in assessment rates and/or water pricing that are incentives for improving water use efficiency. Include information on the rate structure, feasibility of implementation, and projected impact on water use.

YAKIMA RIVER BASIN WATER CONSERVATION PROGRAM
GUIDELINES FOR FEASIBILITY INVESTIGATIONS

INTRODUCTION

The first phase of the Yakima River Basin Water Conservation Program (Basin Conservation Program) is completed with the submittal of an entity's water conservation plan for review and approval by the Bureau of Reclamation (Reclamation) and the Washington State Department of Ecology (Ecology). Following this, the participating entity begins the second phase of the Basin Conservation Program--the feasibility investigation of a water conservation measure or measures proposed by the entity and recognized by Reclamation and Ecology as having the potential for assisting in meeting the objectives of the Basin Conservation Program and which will receive consideration for implementation.

Participating entities are responsible for the conduct of the feasibility investigation. However, coordination with Reclamation and Ecology in structuring the scope and detail of the investigation is essential so that all parties are satisfied that upon completion there is justification for a decision that the measures can and should be implemented as a part of the Basin Conservation Program.

These guidelines provide information on the feasibility investigation and a coordination process. While they pertain to structural water conservation measures some aspects may also be applicable to the feasibility investigation of non-structural water conservation measures which will be addressed on a case-by-case basis.

1.0 PURPOSE OF FEASIBILITY INVESTIGATION

The purpose of the feasibility investigation is to provide the basis for a decision on whether a water conservation measure(s) identified by the participating entity in its Water Conservation Plan should be implemented. This is done through an evaluation of the water conservation measure(s) in sufficient detail to provide adequate assurance that the measure(s) can be implemented at the estimated cost, will provide the anticipated results, and the environmental effects of implementing the proposed measure(s) have been thoroughly examined and, as appropriate, mitigation plans developed.

The feasibility investigation will also provide an adequate basis for proceeding with the final designs of the proposed measure. Final design needs will be identified, a design data collection plan developed, and design and construction schedules prepared.

2.0 EVALUATION FACTORS

The following evaluation factors are to be considered in the feasibility investigation. The level of detail required for the feasibility analysis is discussed in Section 4.0 of this document.

Engineering: Evaluated through (1) an investigation of the suitability of the topographic and geologic characteristics of the site for construction of the measure(s), (2) preparation of a design layout of the measure(s), (3) development of a construction cost estimate, (4) a determination of the operational capability of the measure to result in a reduction in annual water diversions, and (5) development of a post-implementation monitoring program.

Financial: The financial evaluation factor is based on the capability and willingness of the entity to finance its portion of the cost of the proposed measure(s) being considered for implementation under the Basin Conservation Program as well as other measures that may be proposed for implementation under its water conservation plan. The construction cost per acre-foot of average annual reduced water diversions should be reasonable and competitive with other potential alternatives to improve the Yakima River basin water supply.

Environmental: Environmental feasibility will be investigated pursuant to the requirements of the National Environmental Policy Act of 1969, (Pub. L. 91-190) and the State Environmental Policy Act of 1971 (RCW 43.21C) (NEPA and SEPA). The feasibility investigation document shall include an impact assessment and any planned mitigation that results from the impacts associated with the proposed measure(s).

3.0 RESPONSIBILITIES

3.1 ENTITY

Participating entities are responsible for the conduct of the feasibility investigation. The entity can use its own staff for the accomplishment of the work and/or retain consulting services for all or part of the work. General responsibilities of the entity include:

- Consultation and coordination with Reclamation and Ecology on the scope and detail of the feasibility investigation.
- Consultation and coordination with other agencies, groups and individuals as appropriate to conduct the feasibility investigation.

- Collection of technical data and evaluation of the engineering, financial, and environmental feasibility of the proposed measure(s).

- Preparation of a feasibility technical memorandum and a proper level of environmental documentation.

- Obtaining input to the draft environmental documents from appropriate local, State, and Federal agencies and individuals.

- Submittal of a final feasibility technical memorandum and appropriate environmental compliance document to Reclamation and Ecology with proper documentation of State and Federal agency reviews and clearance of the document.

3.2 RECLAMATION AND ECOLOGY

Reclamation and Ecology's role is to assure that the proposed measure(s) meets the objectives of the Basin Conservation Program and is feasible from an engineering, financial, and environmental point of view. Reclamation and Ecology will examine the technical data and evaluations to determine whether the proposed measure(s) can be expected to accomplish its intended purpose, can be implemented for the estimated cost, and is financially and environmentally sound.

Reclamation will prepare and file the necessary NEPA Compliance Documents based on the environmental documentation prepared by the entity.

4.0 LEVEL OF DETAIL

The level of detail for data and information to be used in the feasibility investigation must be consistent with the objectives of the Yakima River Basin Water Enhancement Project (YRBWEP, Title XII of Public Law 103-434), sufficient to support the expenditure of Federal and State funds, and fulfill NEPA and SEPA compliance requirements. The level of detail and data collection needs for the feasibility investigation will vary with the type of measure being considered and the level of detail used in the water conservation plan. The level of detail will mutually be determined by the entity, Reclamation, and Ecology at the initiation of the feasibility investigation as described in Section 6.0.

4.1 ENGINEERING

All engineering will be conducted by a qualified registered engineer and/or a qualified architect/engineer firm.

4.1.1 Site Suitability

The suitability of the site for construction of the proposed measure(s) needs to be validated from topographic and engineering geology information including geologic mapping and subsurface investigations of foundation and materials as necessary.

4.1.2 Designs

4.1.2.1 Standards and Criteria

Design layouts and drawings shall be prepared to determine the engineering viability and estimated cost of construction. The standards and criteria used in the design of the proposed measure(s) will adhere to sound engineering principles and state-of-the art design as practiced by industry.

The criteria and standards used in the designs will be described in the feasibility report including, at a minimum, the following:

Sizing criteria for all hydraulic features.

Hydraulic friction factors for canals, pipelines, laterals, and outlet works.

Structural design criteria for major structures including assumptions used for selection of construction materials.

The effects that suspended solids and bedloads may have on the measure(s) and provisions to minimize these effects.

Volume and peak discharge of inflow design floods for any storage and diversion dams and flood routing criteria.

Sizing criteria for canal cross-drainage culverts or structures.

River stage-discharge relationship for any river pumping plants.

Maximum, minimum, and normal intake and discharge water surface elevations for pumping plants.

The number and sizes of pumping units to be installed in pumping plants.

Preliminary analysis of water hammer in pipelines and the proposed method of protecting pipelines against water hammer pressures.

4.1.2.2 Structural Plans and Drawings

Sufficient information will be provided to demonstrate that the design is viable and illustrate basic design concepts for waterways, conduits, and major structures. Typical information to be provided include the following:

- Plan and profile drawings of large and major structures used in the preparation of quantity estimates. Sufficient dimensions will be given to illustrate the hydraulic and structural properties, foundation conditions, and hydrologic storage and control requirements.

- Plan and profile of canals, pipelines, and laterals showing proposed alignment and location of structures, ground surface, bottom grade, hydraulic gradient, type of excavation material, typical cross sections with hydraulic properties, and other information essential to a general understanding of the proposed design.

- Site plan drawings, including the footprint of the project, that identify existing environmental features, such as existing wetlands, vegetation, topography, etc.

4.1.3 Construction Cost Estimates

The estimated construction cost of the proposed measure(s) will include the following:

- "Direct" construction costs estimated on the basis of quantities and current unit price levels.

- "Indirect" costs comprised of (1) an allowance for contingencies represented by a percent of the direct costs to account for possible unlisted items and uncertain site conditions, (2) an allowance for projected price increases to accommodate cost escalation anticipated to occur between the time of preparation of the cost estimate and the initiation of construction, and (3) an appropriate amount for engineering services and administrative costs expected to be incurred when a decision is made to proceed with implementation.

Information will also be included on construction aspects such as the following:

- Availability and source of construction materials such as earth embankment, backfill, riprap, sand and gravel, and cement.

- Special site conditions such as difficult construction access and staging, severe climate, or limited construction season.

- Labor conditions and other factors affecting prices.

- Construction method--force account or contract.

- Special environmental controls and requirements and any planned mitigations that will be taken to minimize or avoid impacts.

- Proposed construction schedule.

4.1.4 Operation, Maintenance, and Replacement Cost Estimates

Operation, maintenance, and replacement cost of the proposed measure(s) will be estimated. This estimate will reflect current price levels.

4.1.5 Operational Capability

The operational capability of the proposed measure(s) is analyzed from hydrologic data on system operation "with" and "without" the proposed measure implemented to provide an acceptable estimate of average monthly and annual water reductions. Water diversions, water deliveries and operational spills, and system inflow-outflow information developed for the water conservation plan will be reviewed. A decision must be made as to whether additional data are needed for the feasibility investigation and the type and extent of the data needs to confirm the amount of diversion reductions for the measures included in this analysis.

4.2 MEASURING, MONITORING, AND REPORTING

4.2.1 Pre-Implementation Program

Pre-implementation measuring is necessary to determine the estimated diversion reductions associated with the proposed water conservation measures. Section 3.2 of the " Guidelines for the Preparation of Water Conservation Plans" describes the water use data (diversions, deliveries, and operational spills) to be displayed in the entity's water conservation plan. Data collected will establish the baseline for the post-implementation monitoring program.

4.2.2 Post-Implementation Program

The fourth phase of the Basin Conservation Program consists of "post-implementation monitoring and evaluation of implemented measures." The objective of this phase is to:

- Gage the effectiveness of the water conservation measures.
- Assure compliance with the "Diversion Reduction Agreement."
- Document reductions in return flows exiting the entity's boundaries.
- Document improvements to the quality of water exiting the entity's boundaries.
- Document the effectiveness of mitigation measures (if required as a part of the feasibility investigation.)

The proposed post-implementation measuring, monitoring, and reporting program (Post Measuring Program) shall be formulated as a part of the feasibility investigation phase of the Basin Conservation Program. The Post Measuring Program shall be described in the Feasibility Technical Memorandum and shall consist, at a minimum, of the following:

4.2.2.1 Measuring Points

Point(s) of Diversions

The entity's surface water supply shall be measured at the point(s) of diversion into the headworks of the main conveyance system. The frequency of the measurements shall be such to provide an accurate accounting of the monthly and annual volume of water diverted by the entity during the irrigation season.

Points of Major Return Flows

Flows in the major wasteways and drains shall be measured at the point(s) where such facilities exit the entity's boundaries. The frequency of the measurements shall be such to provide a reasonable estimate of the monthly and annual volume of water exiting the entity's boundaries during the water year.

The quality of water in the major wasteways and drains shall also be measured in accordance with Washington Department of Ecology protocols. The following parameters are indicative of water quality data collection requirements: total suspended solids, fecal coliform, turbidity,

conductivity, dissolved oxygen, total nutrients, pH, and temperature. The frequency of water quality measurements shall be such to provide data on early-irrigation, peak-irrigation, and post-irrigation season water quality conditions.

Each water measuring point will be described and located on the facility map developed for the water conservation plan (Section 4.1.1).

4.2.2.2 Equipment and Procedures

Industry acceptable measuring equipment and measuring procedures will be used in the Measuring Program. The "Water Measurement Manual" published by Reclamation is a technical reference source providing information on standard devices and methods used by Reclamation to measure irrigation water. In addition, other established, but less common methods are also discussed.

The collection of water quality data shall be in conformance with established Washington Department of Ecology standards and procedures.

4.2.2.3 Monitoring

The procedures for calibrating equipment and a periodic monitoring program for quality assurance will be described.

4.2.2.4 Data Compilation and Reporting

The process for the compilation and verification of data will be discussed. Measurement reports, water volume and water quality, shall be submitted annually to the Manager, Yakima Field Office in the form and on the date so provided in written notification.

4.3 FINANCIAL

Financial feasibility is demonstrated by the capability and willingness of the entity to pay the associated costs so that the investment of funds by Reclamation and the State is a sound and responsible financial undertaking. A financial analysis will be required to demonstrate the ability of the entity to cost-share the construction costs of the measure(s) proposed for implementation under the Basin Conservation Program and, in addition, to pay the annual operation and maintenance costs. If other measures of the entity's water conservation plan are also proposed for implementation with funding other than from the Basin Conservation Program, the financial analysis should also demonstrate the ability of the entity to finance the implementation of those measures.

The source of funding will be identified together with an analysis of additional assessments that may have to be levied to pay the investment. Include a resolution from the Board of Directors of the entity indicating its willingness to meet financial commitments required to implement the conservation measure(s).

4.4 ENVIRONMENTAL

Measures considered for implementation under Title XII of Pub. L. 103-434 are considered to be federally assisted, and consequently are subject to the requirements of the National Environmental Policy Act (NEPA). The entity must complete an environmental checklist[1] as part of this feasibility investigation in order to satisfy the State Environmental Policy Act (SEPA). It is the lead agency's[2] responsibility to determine the type of SEPA compliance warranted by this action. That is, either a determination of non-significance (DNS)[3] or an environmental impact statement (EIS).

In general, the environmental review shall contain (but not be limited to) background, environmental elements, such as impacts to: the earth (soils), air, water (surface and ground), plants, animals, energy and natural resources, environmental health, land use, housing, aesthetics, light and glare, recreation, historic and cultural preservation, transportation, public services, and utilities. Additionally, the applicant will assess and describe any impacts to wetlands. The environmental effects associated with each proposed action shall be described, as well as any mitigation measures that are planned in order to eliminate or minimize impacts of the proposed action. In the event mitigation is necessary, an implementation and monitoring plan will also be included as part of the environmental documentation.

The information contained in the SEPA document will frequently satisfy the majority of NEPA requirements, with Reclamation augmenting the environmental documentation with a consultation with the Fish and Wildlife Service under the Fish and Wildlife Coordination Act and Endangered Species Act, if necessary. Some proposals may require a cultural resources survey or a survey to determine the historical significance of features that are proposed to be replaced. During document review and preparation, Reclamation will coordinate any additional data needs with the participating entity. Reclamation will prepare and file the appropriate decision document with the Environmental Protection Agency.

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[1]A SEPA process flow chart and SEPA Checklist are included in Appendix VII-A.

[2]Lead Agency: The governmental agency with the primary responsibility for complying with SEPA's procedural requirements. (WAC 197-11-758A)

[3]Sample DNS included in Appendix VII-B.

Reclamation and Ecology will provide the entity with instructions and guidance necessary to prepare the proper environmental analyses documentation.

5.0 PRODUCT

The engineering and financial evaluation of the feasibility investigation will be documented in a Feasibility Technical Memorandum describing what is proposed for implementation and addressing the engineering and financial aspects. The Feasibility Technical Memorandum will also identify the process for compliance with all regulatory requirements preceding initiation of construction, final design data collection needs and a data collection plan, and schedules for preparation of final designs and construction. Detailed information will be included in appended material as appropriate.

The environmental review and analysis will be conducted and documented in accordance with the State Environmental Policy Act (SEPA) handbook and Reclamation's National Environmental Policy Act handbook. Copies of these publications are available from Reclamation.

6.0 PROCESS

6.1 FEASIBILITY INVESTIGATION TEAM

A Feasibility Investigation Team (FIT) will be assembled at the beginning of the feasibility investigation phase. FIT will consist of a "core" technical team of two or three staff from Reclamation and Ecology who may call upon other staff as well as technical expertise from other agencies and organizations for assistance.

The functions of FIT are to:

- Help Reclamation and Ecology identify water conservation measures for feasibility investigations.

- Assist Conservation Program participants in structuring the scope, level of detail, and data collection needs of the feasibility investigation.

- Help Reclamation and Ecology perform the technical review of the feasibility analysis.

6.2 SUBMITTAL OF EXISTING DATA

The entity will provide FIT information on the physical and operational relationship of the proposed measure(s) to existing facilities and existing topographic, geologic, hydrologic, and operational data related to the proposed measure(s). Pertinent data used in preparing designs and cost estimates and estimating average annual diversion reductions for the measure(s) in the water conservation plan will be included.

6.3 FIELD REVIEW

Following review of the data submitted by the entity in Section 6.2, a field trip will be conducted by the entity and FIT to review the location of the proposed measure(s) and discuss the available data and level of detail used in preparing the water conservation plan. Data needs, a data collection program, and a schedule for completion of the engineering evaluation will be discussed and conclusions reached. The need of the entity for guidance on the financial and environmental evaluations shall also be discussed and arrangements made for securing any necessary guidance.

A memorandum will be prepared by the entity outlining the review, discussions, and conclusions.

6.4 CONSULTATION

Consultation between FIT and the entity will occur at periodic intervals to critique completed work and to provide an opportunity to discuss and address questions which may arise.

SEPA Process

1. Is SEPA review needed?

Is an agency taking an "action?"
Is the action "categorically exempt?"

2. Who does SEPA review?

Identify a "lead agency."

3. Threshold determination

Use the environmental checklist to decide if there will be probable significant adverse environmental impacts.

If no – Determination of non-significance (DNS) can include mitigation measures.

If yes – Determination of significance (DS) and environmental impact statement.

4. Determination of Non-significance (DNS)

DNS (may require a 15-day comment period)

OR

Environmental Impact Statement (EIS)

DS/Scoping	(21-30 day public comment period)
Draft EIS	(30-day public comment period)
Final EIS	(7-day waiting period)

5. Action

Decision
Appeals -- local option
Follow-up -- monitor conditions

ENVIRONMENTAL CHECKLIST

Purpose of Checklist:

The State Environmental Policy Act (SEPA), Chapter 43.21 RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring the preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the question from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or to provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project, if applicable:

2. Name of applicant:

3. Address and phone number of applicant and contact person:

4. Date checklist prepared:

5. Agency requesting checklist:

6. Proposed timing or schedule (including phasing, if applicable):

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

10. List any government approvals or permits that will be needed for your proposal, if known.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agency may modify this form to include additional specific information on project description.)

12. Location of proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographical

map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any applications related to this checklist.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one): Flat, rolling, hilly, steep slopes or mountains. Other:

b. What is the steepest slope on the site (approximate percent slope)?

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.

2. Air

a. What types of emissions to the air would result from this proposal (i.e. dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

c. Proposed measures to reduce or control emissions or other impacts to air, if any.

3. Water

a. Surface

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of the fill material.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

5) Does the proposal lie within a 100 year floodplain? If so, note location on the site plan.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

b. Ground

1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

c. Water Runoff (including storm water)

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities if known). Where will this water flow? Will this water flow into other waters? If so, describe.

2) Could waste material enter ground or surface waters? If so, generally describe.

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any.

4. Plants

a. Check or circle types of vegetation found on the site:

__ deciduous tree: alder, maple, aspen, other
__ evergreen tree: fir, cedar, pine, other
__ shrubs
__ grass
__ pasture
__ crop or grain
__ wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other
__ water plants: water lily, eelgrass, milfoil, other
__ other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

c. List threatened or endangered species known to be on or near the site.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.

5. Animals

a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

birds: hawk, heron, eagle, songbirds, other
mammals: deer, bear, elk, beaver, other
fish: bass, salmon, trout, herring, shellfish, other

b. List any threatened or endangered species known to be on or near the site.

c. Is the site part of a migration route? If so, explain.

d. Proposed measures to preserve or enhance wildlife, if any.

6. Energy and Natural Resources

a. What kinds of energy (electrical, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

1) Describe any emergency services that might be required.

2) Propose measures to reduce or control environmental health hazards, if any.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

2) What types and levels of noise would be created by or associated with the project on a short-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

3) Proposed measures to reduce or control noise impacts, if any.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties?

b. Has the site been used for agriculture? If so, describe.

c. Describe any structures on the site.

d. Will any structures be demolished? If so, what?

e. What is the current zoning classification of the site?

f. What is the current comprehensive plan designation of the site?

g. If applicable, what is the current shoreline master program designation of the site?

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

i. Approximately how many people would reside or work in the completed project?

j. Approximately how many people would the completed project displace?

k. Proposed measures to avoid or reduce displacement impacts, if any.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

c. Proposed measures to reduce or control housing impacts, if any.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

b. What views in the immediate vicinity would be altered or obstructed?

c. Proposed measures to reduce or control aesthetic impacts, if any.

11. Light and Glare

a. What kind of light or glare will the proposal produce? What time of day would it mainly occur?

b. Could light or glare from the finished project be a safety hazard or interfere with views?

c. What existing off-site sources of light or glare may affect your proposal?

d. Proposed measures to reduce or control light and glare impacts, if any.

12. Recreation

a. What designated and informal recreation opportunities are in the immediate vicinity?

b. Would the proposed project displace any existing recreational uses? If so, describe.

c. Proposed measures to reduce or control impacts on recreation, including recreational opportunities to be provided by the project or applicant, if any.

13. Historic and Cultural Preservation

a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site? If so, generally describe.

c. Proposed measures to reduce or control impacts, if any.

14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

b. Is the site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

c. How many parking spaces would the completed project have? How many would the project eliminate?

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

g. Proposed measures to reduce or control transportation impacts, if any.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

b. Proposed measures to reduce or control direct impacts on public services, if any.

16. Utilities

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Date Submitted: _____

APPENDIX VII-B

DETERMINATION OF NON-SIGNIFICANCE

Description of proposal:

Proponent:

Location of proposal, including street address if any:

Lead agency:

The lead agency for this proposal has determined that it does not have a probable significant impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

o There is no comment period for this DNS.

o This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 15 days from the date below. Comments must be submitted by _____.

Responsible official:

Position/title:

Address: **Phone:**

Date _____ **Signature** _____

COST-SHARING LIMITATIONS

Washington State funding is only available to an applicant that meets the definition of "public body" contained in RCW 43.99E.030. Public body means the State of Washington or any agency, political subdivision, taxing district, or municipal or public corporation thereof, an agency of the Federal government; and those Indian Tribes which may constitutionally receive grants or loans from the State of Washington.

Washington State Referendum 38 has a $200,000 maximum combined funding limitation for planning and feasibility investigations.

Title XII has no maximum cost-share limitation on any of the 4 program phases identified in Table 6-1.

WATER CONSERVATION PLANNING COST-SHARE

Eligible entities may receive 100 percent cost-share for developing a water conservation plan. Title XII will fund 50 percent of the cost and Referendum 38 will fund the additional 50 percent, provided the State $200,000 maximum limitation is not exceeded. If the $200,000 State limitation is exceeded, the entity would be responsible for that portion in excess of the $200,000. Title XII's 50 percent has no maximum limitations.

FEASIBILITY INVESTIGATION COST-SHARE

Eligible entities may receive 90 percent cost-share for feasibility investigation on the planned "First Tier" conservation measures approved by Reclamation and Ecology providing the $200,000 State limitation is not exceeded.[1] The entity is responsible for 20 percent of the cost, excluding the Referendum 38 portion (50 percent).[2] If the $200,000 State limitation is exceeded, the entity would be responsible for that portion in excess of the $200,000. Title XII will cost-share the residual amount after the entity and Referendum 38 cost-share is deducted.

IMPLEMENTATION COST-SHARE

Eligible entities may receive 82.5 percent cost-share to implement Reclamation and Ecology approved non-structural and structural conservation measures. An entity will be responsible to provide 17.5 percent of the implementation costs. Title XII will cost-share 65 percent and

---

[1] First Tier measures are those proposed structural and non-structural planned conservation measure to be installed within 5 years.

[2] 20 percent of 50 percent equals 10%

Referendum 38 will cost-share 17.5 percent of the implementation costs. Availability of Federal and State funds is the limiting factor for implementation cost-share.

The cost for mitigating environmental impacts is eligible for cost-share at the implementation cost-share rates.

MONITORING AND EVALUATION COST-SHARE

Eligible entities may receive 82.5 percent cost-share for the cost of the post-monitoring program developed by the entity in the feasibility investigation phase of the program. An entity will be responsible to provide 17.5 percent of the post-monitoring program costs. Title XII will cost-share 65 percent and Referendum 38 will cost-share 17.5 percent of the post-monitoring program costs. Availability of Federal and State funds is the limiting factor for post- monitoring program cost-share.

AGREEMENT NO. 1425-5-MA-10-01220 APPENDIX VIII-B

MEMORANDUM OF AGREEMENT FOR YAKIMA RIVER BASIN WATER ENHANCEMENT PROJECT COST-SHARING BETWEEN THE BUREAU OF RECLAMATION AND THE STATE OF WASHINGTON

THIS AGREEMENT is made and entered into this 23rd day of May, 1995, by the State of Washington (Washington), represented by the Department of Ecology or legislatively designated successor agency, and the Secretary of the Interior (Secretary), represented by the Bureau of Reclamation (Reclamation); all of which are at times collectively referred to as "Parties," pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Law, the Act of March 4, 1921, referred to as the Contributed Funds Act, and Title XII, of the Act of October 31, 1994, (Public Law 103-434), referred to as the Yakima River Basin Water Enhancement Project (Act).

ARTICLE 1. RECITALS

A. Section 1203 of the Act requires the Secretary, in consultation with Washington, the Yakama Nation, Yakima River basin irrigators, and other interested parties, establish and administer a Yakima River Basin Water Conservation Program (Basin Conservation Program) for the purpose of evaluating and implementing measures to improve the availability of water supplies for irrigation and the protection and enhancement of fish and wildlife resources, including wetlands, while improving the quality of water in the Yakima Basin.

B. The Basin Conservation Program shall encourage and provide funding assistance, through grants and cost-sharing, to water districts, irrigation districts, or other entities eligible to participate in the four phases of water conservation. The four phases of the Basin Conservation Program consist of 1) the development of water conservation plans, 2) the investigation of the feasibility of specific potential water conservation measures identified in conservation plans, 3) the implementation of measures that have been identified in the conservation plans and have been determined to be feasible, and 4) post-implementation monitoring and evaluation of implemented measures.

C. The Secretary, in consultation with Washington, the Yakama Nation, Yakima River basin irrigators, and other interested and related parties, is to establish the Yakima River Basin Conservation Advisory Group to, among other things, provide recommendations to the

Secretary and Washington regarding the structure and implementation of the Basin Conservation Program.

D. The Secretary, within one year of the date of the Act, is to enter into a cost-sharing agreement (Agreement) with Washington for the Basin Conservation Program.

E. Actions taken under this Agreement will be fully coordinated with existing programs, activities, and agreements, and will comply with applicable provisions of State and Federal laws and regulations.

F. The Parties recognize that they may, in order to carry out the goals of the Act, execute additional agreements, or amendments to this Agreement, for cost-sharing or for the performance of work not covered in, or in addition to, the scope of the Act's required State-Federal cost-sharing.

G. The Parties share a common goal of maximizing the flexibility with which actions may be carried out pursuant to this Agreement. The Parties intend to cooperate in funding the actions based on appropriations available to them, and are structuring this Agreement so that either Party may fund all, none, or any percentage of a measure, provided that the overall cost-sharing allocation is met, in order that an action not be delayed due to one Party's funding constraints. Nothing in this Agreement is intended to prevent either Party from moving forward with implementation of the provisions of the Act, in the absence of the other Party's having obtained an appropriation or other funding for that action.

ARTICLE 2. DEFINITIONS

A. "Agreement" shall mean this cost-sharing agreement between Reclamation and Washington.

B. "Basin Conservation Program" means the Yakima River Basin Water Conservation Program.

C. "Conservation action" means any action associated with the four phases of the Basin Conservation Program whose cost is allocated, in part, to Washington by Section 1203(d) of the Act.

D. "Conservation Advisory Group" means the Yakima River Basin Conservation Advisory Group as provided in Section 1203(d)(2) of the Act.

E. "Conservation measure" means an action whose cost is allocated, in part, to Washington by Section 1203(d) of the Act.

F. "Conservation Participant" means water districts, irrigation districts, or other entities eligible to participate in the Basin Conservation Program as approved by both Parties.

G. "Costs" means necessary and reasonable direct and indirect costs incurred, but not necessarily paid, for the development, investigation, implementation and monitoring of water conservation measures taken under this Agreement. Direct costs shall include labor and related fringe benefits, materials and supplies, travel, equipment depreciation, and items or services procured directly for carrying out the conservation measures. Indirect costs shall include the normal and necessary administrative and general costs of activities that are reasonably allocated to performing obligations under this Agreement.

H. "Dispute Board" means a board of three members selected by Washington and the Secretary to resolve any disputes arising under this Agreement that are not resolvable by the Parties to this Agreement.

I. "Fiscal Year" means the Federal fiscal year which is the period from and including the first day of October of each calendar year through the last day of September of the following year.

J. "Local agency" means any city, county, district, public authority, public agency, or any other political subdivision, of the State of Washington.

K. "Quarter" means each three month period of each fiscal year beginning with the first day of October, January, April, or July.

L. "Statement(s) of Work" (SOW) means a written establishment, as set forth in Article 7, of the Parties' roles and responsibilities in carrying out each individual conservation measure or element thereof.

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall become effective upon approval by the Washington Department of Ecology. Unless terminated earlier pursuant to Article 14 of this Agreement, all associated work shall terminate ten years from the effective date of this Agreement, unless extended by written mutual consent of the Parties pursuant to Article 13. Washington shall not be required to contribute funds pursuant to this Agreement for work performed after the date of termination.

ARTICLE 4. SCOPE OF AGREEMENT

A. The Parties concur that this Agreement will serve as the framework for general principles and administration of cost-sharing for the four phases of the Basin Conservation Program,

shown in the attached Exhibit A, which is incorporated into the Agreement by this reference. Individual SOW will subsequently be developed between Reclamation, Washington, and the Conservation Participant pursuant to this Agreement for each conservation measure.

B. Nothing in this Agreement is intended to preclude the subsequent addition of other actions described in the Act to Exhibit A, on a case-by-case basis, and upon mutual consent of the Parties. Such additions or modifications to Exhibit A shall be made in conformance with the provisions of Article 13.

C. Both Parties are carrying out extensive studies, programs, or actions dealing with conservation measures in the Yakima Basin. Nothing in this Agreement is intended to limit or prevent either Party from proceeding with these activities.

D. Nothing in this Agreement is intended to affect any Party's obligations under existing laws, contracts, and agreements.

ARTICLE 5. CONDITIONS FOR IMPLEMENTATION

A. Washington's ability to implement or carry out the terms of this Agreement is contingent upon a source of funding being made available to Washington, either through legislative appropriation, a bond issue, or otherwise, in an amount sufficient to allow Washington to certify that it has funds available to proceed with one or more statements of work.

B. The Parties will use their best efforts to seek funding for the Basin Conservation Program from whatever sources may be available to them, but recognize that the Secretary's funding is contingent upon appropriations by Congress, and that Washington's funding is subject to availability of funds through Washington's normal budget process or to availability of funding from other sources.

C. Washington's obligations under this Agreement may in part be contingent upon its obtaining such additional legislative authority as may be necessary or appropriate to enable Washington to carry out the terms of this Agreement. In the event that law embodying such authority is not enacted, Washington may request that this Agreement be amended to reflect the legislative authority available to it. In no event shall Washington’s obligations exceed that authorized by its legislature.

ARTICLE 6. COST-SHARING PRINCIPLES

A. Washington will contribute or cause to be contributed funds subject to the provisions of Article 5, which shall be equal in value to the lesser of; the amount specified in Article 9(A), or

the sum of the percentage of the total costs of the four phases of the Basin Conservation Program whose costs are allocated in part to Washington.

B. By mutual agreement of the Parties, one Party may fund all, none, or any percentage of the cost of an individual conservation action under the four phases of the Basin Conservation Program, as long as the total amount expended by each Party equals that Party's overall cost allocation under Section 1203 of the Act. The percentage of funding which the Parties negotiate for the purpose of implementing this Agreement will be based on factors such as the appropriations available to the Parties, and is not intended to alter the cost allocations made by Section 1203 of the Act. The actual contributions by each Party, to an individual conservation action listed in Exhibit A shall be established in statements of work under the four phases of the Basin Conservation Program.

C. Funds expended by Washington after October 31, 1994, the effective date of the Act, to improve agricultural water supply facilities and water use and the availability and quality of instream flows for fish and wildlife in the Yakima River basin, may be credited to the cost-sharing requirements of Washington set forth in Section 1203(d)(1) of the Act. Any such crediting shall be subject to prior approval by Reclamation pursuant to terms and conditions mutually agreed to by the Parties.

D. Costs incurred after October 31, 1994, for related fishery resource improvement facilities which utilize funding sources under the Pacific Northwest Electric Power Planning and Conservation Act of 1989 (94 Stat. 2697), and other public and private entities to improve irrigation water use, water supply, and water quality in the Yakima River basin shall be treated as non-Federal cost-share expenditures and shall be consolidated in any final calculation of cost-sharing which may be required for the overall Yakima River Basin Water Enhancement Project.

E. Either Party's contribution towards cost-sharing may, by mutual agreement of the Parties, include cash contributions, non-cash donations of goods or property, and provision of services from private entities. Details of such contributions, non-cash donations, and services shall be determined by mutual agreement of the Parties in SOW for individual conservation actions.

F. Costs incurred by the Parties in carrying out individual conservation actions pursuant to this Agreement and for which cost-sharing shall be calculated may include, but are not limited to: planning costs, including costs associated with preparation of environmental documentation and with obtaining permits and other regulatory approvals; design costs; construction and implementation costs, including contract administration; costs of initial start-up and testing prior to placing a constructed facility into service; and post-implementation monitoring and evaluation. Implementation costs include, but are not limited to, costs such as those associated

with conveyance and distribution system monitoring, automation of water conveyance systems, water measuring or metering devices and equipment, lining and piping of water conveyance and distribution systems, on-district storage, electrification of hydraulic turbines, tail-water recycling, consolidation of irrigation systems, irrigation scheduling, and improvement of onfarm water application systems.

ARTICLE 7. STATEMENTS OF WORK

A. The Parties, in conjunction with the Conservation Advisory Group shall develop a workplan which includes a budget and schedule for carrying out the four phases of the Basin Conservation Program in Exhibit A.

B. The Parties shall negotiate three-party SOW with each eligible conservation participant, for each conservation action. The SOW shall contain the elements set forth in the attached Exhibit B, which is incorporated into the Agreement by this reference, and funding provisions including grants by Washington and Reclamation.

C. The SOW shall take effect upon signature by the two Parties to this agreement and the conservation participant to the SOW. No party shall be obligated to incur costs pursuant thereto in excess of the costs authorized in the SOW. SOW may only be amended by mutual written consent of all three parties. The parties may amend SOW to reflect updated costs of conservation actions, as the costs become better refined in defining the scope of the conservation actions.

D. SOW shall have a term and provisions authorizing written amendment or modification. Upon completion of activities under a SOW, the parties thereto shall submit to each other a written notice of completion and a final accounting of all costs incurred pursuant to that SOW, up to the date of the written notice of completion, provided, however, that costs may be allowed up to such other date as mutually determined. The final accounting shall be used to establish the parties' responsibilities for any outstanding costs obligated pursuant to the SOW.

E. SOW may be terminated by mutual written consent of the parties or by any party providing the other parties with 30-day advance written notice of termination. Upon termination of a SOW, each party shall submit to the others a final accounting of all costs incurred pursuant to that SOW, up to the date of written notice of termination, provided, however, that costs may be allowed up to such other date as the parties mutually determine. The final accounting shall be used to establish each parties' responsibilities for any outstanding costs obligated pursuant to the SOW.

F. Each party may carry out all or parts of the work covered in the SOW on behalf of each other as mutually agreed upon in the SOW. Costs incurred in so doing shall be credited towards that party's required contribution.

ARTICLE 8. ADMINISTRATION OF COST-SHARING

A. The Parties shall make an annual accounting, on a fiscal year basis, for their costs incurred under this Agreement. The accounting shall include the dollar value of obligations due and payable as well as direct expenditure of funds.

B. Costs incurred under this Agreement will vary from year to year based on the SOW in effect at the time. The Parties recognize that one Party may have incurred costs under SOW during a year in excess of its proportionate share of the overall contributions required under this Agreement. The Parties will review the annual accounting and evaluate the balance between the Parties in terms of costs incurred and obligations under the SOW. Either Party may, in consideration of that balance and in consideration of the funding expected to be available, request that the workplan provided for in Article 7(A) be modified to adjust the balance between costs incurred and obligations under the SOW. Notwithstanding that balance, nothing in this article is intended to prevent either Party from proceeding with the implementation of an executed SOW.

C. Transfer of funds between the Parties shall be carried out as specified in the SOW for individual conservation actions, provided, however, that if the balancing of incurred costs and obligations described above cannot be achieved by modification of the workplan, the Parties may agree to transfer funds between themselves in order to adjust the balance. Such transfers shall be reflected in the Parties' annual accounting.

D. Upon completion of all SOW's, or upon expiration of this Agreement, or upon its termination, the Parties shall submit to each other a final accounting of all costs incurred pursuant to the SOW. Any necessary adjustments for underpayment or overpayment shall be made as soon as practicable thereafter to reflect the overall cost-sharing obligation.

ARTICLE 9. BUDGETING AND FUNDING

A. Unless mutually agreed to by both Parties, and contingent upon legislative appropriation, the maximum payable by Washington under this Agreement shall not exceed seventeen million five hundred thousand dollars ($17,500,000).

B. The Parties will establish mutually acceptable process and format for budgeting for the Basin Conservation Program, recognizing that each Party operates on a two-year advance budget cycle.

ARTICLE 10. ANNUAL UPDATE OF WORKPLAN AND BUDGET

A. Each January, the Parties shall complete an annual update of the estimated costs of the Basin Conservation Program including pending conservation actions, or elements thereof, and the costs actually incurred pursuant to statements of work. The Parties shall also update the workplan, and shall review the balance between costs incurred and obligations under the statements of work. Nothing in this article is intended to prevent the Parties from updating the estimated costs or workplan more frequently, if desired.

B. Each January, the Parties shall complete an estimated budget which includes identification of the estimated timing of annual and capital costs, and shows estimated costs to be incurred over the next three fiscal years. This budget does not represent a commitment of funds by the Parties. Funds may be committed only as provided for in statements of work for the conservation actions, subject to the provisions of Article 5.

ARTICLE 11. COORDINATION ON CONSERVATION ACTIONS

The Parties shall cooperate and consult closely with each other in the development and implementation of the conservation actions covered by this Agreement. The Parties shall provide each other with review copies of draft reports, proposals, designs, and other significant material, and shall coordinate with each other on regulatory agency agreements and environmental documentation which may be necessary to implement individual actions. The Parties shall meet and confer as necessary to keep each other informed of the status of development and implementation of individual restoration actions.

ARTICLE 12. REPORTS

The Parties shall submit to each other written documentation or reports as specified in the statements of work. Additionally, each Party shall submit to the other Party a semi-annual status report describing the Party's activities pursuant to this Agreement, which shall include updates as appropriate to the annual cost summary provided for in Article 8(A). The reports shall be due on the last day of January and July, for the preceding period.

ARTICLE 13. AMENDMENTS

A. Amendments to this Agreement shall not be valid unless made in writing, signed by the Parties. This agreement constitutes the full and complete understanding of the Parties, no oral understanding, or agreement not incorporated herein, shall be binding on any of the Parties hereto.

B. If either Party becomes unable for reasons outside of its control, including restraint by a court or public agency, to carry out a conservation action of the Basin Conservation Program listed in Exhibit A, the Party shall, by written notice, so inform the other Party. The Parties shall, within 30 days from the date of the notice, attempt to resolve the inability to carry out the action. If resolution cannot be achieved within this time, prospective cost-sharing obligations incurred pursuant to an issued statement of work shall be suspended, until such time as Parties either achieve resolution, amend this Agreement to modify the action, substitute an implementable action, or delete the action from Exhibit A.

ARTICLE 14. TERMINATION

Except as otherwise provided in this Agreement, either Party may terminate this Agreement in whole or in part upon 30 days written notification. If this Agreement is so terminated, the terminating Party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

ARTICLE 15. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by the Director, Washington State Department of Ecology, or successor agency, and by the Program Manager, Yakima River Basin Water Enhancement Project acting on behalf of the Regional Director, Bureau of Reclamation. It is anticipated that periodic consultation will be made with the Conservation Advisory Group in the administration of this Agreement. Subcommittees or technical work groups may be appointed as needed to implement the provisions of the Agreement.

ARTICLE 16. NOTICE

For the purposes of administering this Agreement, documents which Washington is required to submit to the Secretary shall be sent to:

Program Manager
Yakima River Basin Water Enhancement Project
Upper Columbia Area Office
U.S. Bureau of Reclamation
P O Box 1749
Yakima WA 98907-1749

and documents which the Secretary is required to submit to Washington shall be sent to:

Program Manager
Water Resources Program
Department of Ecology
P O Box 47600
Olympia WA 98504-7600

ARTICLE 17. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, it shall be determined in the following manner: Washington shall appoint a member to the Dispute Board. Reclamation shall appoint a member to the Dispute Board. Washington and Reclamation shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto. Each Party shall bear the cost of their appointed member and share the costs of the member appointed jointly.

ARTICLE 18. RECORDS AND AUDITS

Subject to applicable laws and regulations, both Parties shall have full access to the books and records of the other Party as they pertain to this Agreement, with the right to make copies thereof. Unless otherwise provided by Federal laws, rules, or regulations, the Parties shall be subject to the examination and audit of the Washington State Auditor for a period of three years after final payment under the Agreement.

ARTICLE 19. STANDARD CLAUSES

The provisions of the attached Exhibit C are hereby incorporated into this Agreement.

ARTICLE 20. SIGNATURE CLAUSE

In witness whereof, the Parties hereto have executed this Agreement on this 23rd day of May, 1995.

THE STATE OF WASHINGTON

By /s/ Mary Riveland

THE UNITED STATES OF AMERICA

By /s/ Jim Cole

James V. Cole, Area Manager
Upper Columbia Area Office
Bureau of Reclamation

EXHIBIT A

CONSERVATION ACTIONS WITH MANDATORY STATE COST-SHARING

Basin Conservation Program Phase	Non-Federal		Federal
	State Grant	Local	
1. Development of water conservation plans	50%, but not more than $200,000 per recipient	(Residual)	50%
2. Investigation of specific water conservation measures	50%, but the sum of 1 and 2 not greater than $200,000 per recipient	20% after deducting State funds for Item 2	Residual after deducting State and local funds for Item 2
3. and 4. Implementation and post-implementation monitoring and evaluation	17.5%	17.5%	65%

EXHIBIT B

CONTENTS OF STATEMENTS OF WORK

Statements of work prepared pursuant to this Agreement shall include, at a minimum, the following details:

1. Detailed Scope of Work to be undertaken and location of proposed work.

2. Identification of agency(ies) or entity(ies) performing the work, and specific roles and responsibilities of Washington and Reclamation.

3. Deliverables to be provided, if any.

4. A term.

5. Schedule for performing the work.

6. Cost of the work.

7. Cost-sharing for the work.

8. Source(s) of funds.

9. Schedule for coordination meetings.

10. Process for review and approval of work at key milestones.

11. Schedule for status reports and fiscal reports.

12. Names of Washington and Reclamation contact persons.

13. Signatures of authorized representatives of each party.

EXHIBIT C

STANDARD CLAUSES

General Provisions

A. Nothing herein shall or shall be construed to obligate the Bureau of Reclamation to expend or involve the United States of America in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the purposes and projects contemplated hereunder.

B. No Member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this MOA or to any benefit that may arise out of it.

C. The Parties agree to comply with all Federal statutes relating to nondiscrimination, including but not limited to: Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin; Title IX of the Education amendments of 1972, as amended, which prohibits discrimination on the basis of sex; the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the basis of disability; the Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination based on age against those who are at least 40 years of age; and the Equal Pay Act of 1963.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
P.O. Box 47600 • Olympia, Washington 98504-7600
(360) 407-6000 • TDD Only (Hearing Impaired) (360) 407-6006

May 29, 1997

Walt Fite
Upper Columbia Area Manager
U.S. Bureau of Reclamation
P.O. Box 1749
Yakima, WA 98907-1749

Dear Walt:

The Department of Ecology has completed review of the Coordination Plan which defines the process, procedures, and timelines by which Reclamation and Ecology will coordinate the implementation of the Yakima River Basin Water Conservation Program (BCP). Ecology finds the Coordination Plan satisfactory and adopts it as our guidance document for implementation activities under the BCP.

Ecology looks forward to working with you and other Reclamation staff and entities wanting to participate in the BCP. It is essential that water conservation measures be implemented to achieve the goals of protecting, mitigating, and enhancing fish and wildlife through improved water management, improving instream flows, improving water quality, protecting, creating, and enhancing wetlands, and improving the reliability of the water supply for irrigation.

Please call Mike Harris at (360) 407-7286 or Ray Newkirk at (360) 407-6630 if you need additional information.

Sincerely,

Carol L. Fleskes

Carol L. Fleskes
Program Manager
Shorelands and Water Resources Program

cc: Mike Harris, Ecology
Stan Isley, Reclamation
Ray Newkirk, Ecology

YAKIMA RIVER BASIN WATER ENHANCEMENT PROJECT
BASIN CONSERVATION PROGRAM

Coordination Plan

BACKGROUND

Title XII of Public Law 103-434 directs the Bureau of Reclamation (Reclamation), acting for the Secretary of the Interior, to establish a Yakima River Basin Water Conservation Program (Basin Conservation Program) in consultation with the State of Washington, the Yakama Nation, Yakima River basin irrigators, and other interested parties. The purpose of the Basin Conservation Program is to evaluate and implement water conservation measures that improve the availability of water supplies for irrigation and protect and enhance fish and wildlife resources, including wetlands, while improving the quality of water in the Yakima River basin.

The Basin Conservation Program is designed to encourage the identification and implementation of water conservation measures by providing financial incentives, through State and Federal grants to water districts, irrigation districts, or other entities eligible to participate in the four phases of water conservation. The formula for State, Federal and entity participation is illustrated in the following table.

Program Phase	Non-Federal		Federal Grant
	State Grant	Local	
1. Development of water conservation plans	50% but not more than $200,000 per recipient	(Residual amount if any)	50%
2. Investigation of specific water conservation measures	50% but sum of 1 and 2 not greater than $200,000 per recipient	20% after deducting State funds for Item 2	Residual amount after deducting State and local funds for Item 2
3. and 4. Implementation and post-implementation monitoring and evaluation	17.5%	17.5%	65.0%

To facilitate the successful implementation of the Basin Conservation Program and to fulfill requirements of Title XII, Reclamation and the Washington Department of Ecology (Ecology) entered into a Memorandum of Agreement (Cost-Sharing Agreement) on May 23, 1995. The Cost-Sharing Agreement defines the parameters of each agency's responsibilities relative to cost-sharing, annual work plans, and three-party agreements with Basin Conservation Program participants.

PURPOSE

The purpose of this coordination plan is to define and describe the process and procedures by which Reclamation and Ecology will coordinate the implementation of the Basin Conservation Program. The process described herein begins with the preparation of a work plan (Statement of Work) that is required by the Cost-Sharing Agreement between Reclamation and Ecology.

This coordination plan will be updated as necessary, during the course of the Basin Conservation Program.

ANNUAL WORK PLAN

In accordance with Articles 7 and 10 of the Cost-Sharing Agreement, Reclamation and Ecology, in consultation with the Conservation Advisory Group, will jointly prepare a work plan, including a budget and schedule for carrying out the four phases of the Basin Conservation Program. The work plan will be revised annually to provide for changes in appropriations (State and Federal) and other normal fluctuations in the program schedule, and to provide a means to define program emphasis areas. The following table describes the process and content of the work plan.

ACTION	WHEN
Coordination meeting to brainstorm the contents of work plan and identify agency lead representatives	NOW
Prepare annual work plan, including: ▸ Each agency's available budget for current fiscal year for each phase of the BCP ▸ Projected budgets for subsequent fiscal years for each phase of the BCP ▸ Review of costs incurred by Ecology and Reclamation ▸ Annual creditation of Ecology's cost-share contributions ▸ Incorporate plan evaluation criteria established by the Conservation Advisory Group ▸ Based on annual budgets and criteria established by the Conservation Advisory Group, develop priorities for funding conservation measures ▸ Annual review of pending conservation actions Obtain concurrence of the Conservation Advisory Group	Begin 9/96 Complete 12/96

ACTIONS BY PROGRAM PHASE

Actions of entities participating in the four phases of the Basin Conservation Program require actions by Reclamation and Ecology at different points in the program phase. The speedy processing of and response to entity submittals is contingent upon a well designed process that clearly describes the responsibilities of each entity at each point in the process. The following table identifies anticipated entity action and the corresponding action of Reclamation and Ecology and the time frame needed to complete each response.

Entity Action	Reclamation Action	Ecology Action	Time Frame
PHASE 1 - CONSERVATION PLANNING			
▸ Application to prepare water conservation plan submitted to Reclamation	▸ Copy of application is sent to Ecology[1] ▸ Notify entity of receipt of application[2]		2 days
	▸ Review application and decide on allocation of Federal funds	▸ Review application and decide on allocation of State funds	3 weeks
		▸ Advise Reclamation of Ecology's decision, in writing	1 week
	▸ Notify applicant of Reclamation/Ecology funding decision, in writing[3]		1 week
▸ Hold scoping meeting for 3-party agreement	▸ Hold scoping meeting for 3-party agreement	▸ Hold scoping meeting for 3-party agreement	1 day

[1]Suggested transmittal letter included as Appendix IX-A

[2]Suggested response included as Appendix IX-B

[3]Suggested response included as Appendix IX-C

Entity Action	Reclamation Action	Ecology Action	Time Frame
	▸ Develop 3-party agreement (grant)[4]	▸ Develop 3-party agreement (grant)	40 days
▸ Review proposed 3-party agreement (grant)			10 days
▸ Execute 3-party agreement (grant)	▸ Execute 3-party agreement (grant)	▸ Execute 3-party agreement (grant)	1-3 days
▸ Prepare water conservation plan			60 days - 2 years
▸ Submit completed conservation plan to Reclamation	▸ Copy of conservation plan is sent to Ecology[5] ▸ Notify entity of receipt of conservation plan[6]		2 days
	▸ Review plan for potential conservation measures	▸ Review plan for potential conservation measures	4 weeks
	▸ Provide Ecology with written evaluation of conservation plan	▸ Provide Reclamation with written evaluation of conservation plan	1 week
	▸ Conduct coordination meeting to discuss funding opportunities	▸ Conduct coordination meeting to discuss funding opportunities	w/in 2 weeks of review

[4]Sample grant (3-party agreement) included as Appendix IX-D

[5]Suggested transmittal letter included as Appendix IX-E

[6]Suggested response included as Appendix IX-F

Entity Action	Reclamation Action	Ecology Action	Time Frame
		▸ Advise Reclamation of Ecology's funding decision and funding amount, in writing	w/in 1 week of meeting
	▸ Notify entity of Reclamation/Ecology funding decision, in writing[7]		1 week

[7]Suggested response included as Appendix IX-G

Entity Action	Reclamation Action	Ecology Action	Time Frame
PHASE 2 - FEASIBILITY INVESTIGATION			
▸ Hold scoping meeting for 3-party agreement	▸ Hold scoping meeting for 3-party agreement	▸ Hold scoping meeting for 3-party agreement	1 week
	▸ Develop 3-party agreement (grant)[8]	▸ Develop 3-party agreement (grant)	40 days
▸ Review proposed 3-party agreement (grant)			10 days
▸ Execute 3-party agreement (grant)	▸ Execute 3-party agreement (grant)	▸ Execute 3-party agreement (grant)	1-3 days
▸ Solicit proposals to prepare feasibility investigation			1-3 months
▸ Prepare feasibility investigation/ environmental evaluation			60 days - 2 years
▸ Submit completed feasibility investigation/ environmental evaluation to Reclamation	▸ Copy of feasibility investigation/environmental evaluation sent to Ecology[9] ▸ Notify entity of receipt of feasibility investigation/ environmental evaluation[10]		2 days

[8]Sample grant included as Appendix IX-H

[9]Suggested transmittal letter included as Appendix IX-I

[10]Suggested response included as Appendix IX-J

Entity Action	Reclamation Action	Ecology Action	Time Frame
	▸ Review feasibility/ environmental evaluation for engineering, economic and environmental feasibility	▸ Review feasibility investigation/ environmental evaluation for en-gineering, economic and environmental feasibility	Varies based on the avail-ability of bene-fit data
	▸ Confer with Ecology on review findings	▸ Confer with Reclamation on review findings	w/in 2 weeks of review
	▸ Provide written comments to Ecology for review	▸ Provide written comments to Recla-mation for review	w/in 2 weeks of review
		▸ Notify Reclamation in writing of funding decision and amount of funding to be com-mitted by Ecology	w/in 1 week of conferr-ing
	▸ Notify entity, in writing, of Reclamation/Ecology funding decision and amount of funding available for conservation program[11]		1 week
PHASE 3 - IMPLEMENTATION			
▸ Consultation on diversion reduction agreement	▸ Consultation on diversion reduction agreement	▸ Consultation on diversion reduction agreement	1-3 days
	▸ Prepare draft diversion reduction agreement		40 days

[11]Suggested response included as Appendix IX-K

Entity Action	Reclamation Action	Ecology Action	Time Frame
▸ Review draft diversion reduction agreement		▸ Review draft diversion reduction agreement	2 weeks
▸ Execute diversion reduction agreement	▸ Execute diversion reduction agreement		1 day
▸ Hold scoping meeting for 3-party agreement	▸ Hold scoping meeting for 3-party agreement	▸ Hold scoping meeting for 3-party agreement	1 week
	▸ Develop 3-party agreement (grant)[12]	▸ Develop 3-party agreement (grant)	40 days
▸ Review proposed 3-party agreement (grant)			2 weeks
▸ Execute 3-party agreement (grant)	▸ Execute 3-party agreement (grant)	▸ Execute 3-party agreement (grant)	1 day
▸ Develop and issue solicitation for measures to be contracted			1-3 months
▸ Award Contract			1 week
▸ Install/implement conservation measures			Varies by entity
PHASE 4 - POST-IMPLEMENTATION MONITORING			
▸ Install additional measurement and reporting devices (if required)			Coin-cide w/ imple-menta-tion of water conser-vation mea-sures

[12]Sample grant included as Appendix IX-L

Entity Action	Reclamation Action	Ecology Action	Time Frame
▸ Monitor & report on installed measures	▸ Review measures' effectiveness	▸ Review measures' effectiveness	Annual or as agreed upon
	▸ Consult with entity & Ecology	▸ Consult with Reclamation	Annual or as needed

REVIEW PROCESS

Reclamation and Ecology will provide adequate and timely review of applications for conservation planning funds, completed conservation plans, feasibility/environmental analysis, diversion reduction agreements, and post-implementation monitoring plans; and will provide adequate and timely preparation and execution of 3-party grant agreements for all phases of the program.

Reclamation and Ecology will ensure that each of their respective review responsibilities are adequately and thoroughly completed by utilizing, as appropriate, experts in agriculture, biology, botany, engineering, economics, environmental compliance, geology, hydrology, law (contracts, water law, etc.), water conservation, water measurement, water quality, and wetlands. Reclamation and Ecology may utilize their own staff expertise or may consult outside experts to facilitate these reviews.

Reclamation and Ecology will complete their review responsibilities within the time frames mutually agreed upon. In the event the review cannot be completed within the timeframe indicated in the above table, Reclamation will consult with the entity and provide it with written notification of anticipated delays. Each agency's formal review comments and decisions will be provided to the other, in writing; and, as appropriate, to the participating entity.

PROGRESS REVIEWS

Communication between Reclamation and Ecology is paramount to the success of the Basin Conservation Program. Reclamation and Ecology will continuously provide feedback to each other on what's working and what's not working, making suggestions for improvements as warranted. At regularly scheduled intervals, Reclamation and Ecology will meet to review the progress of the four phases of the Basin Conservation Program. Changes to this coordination plan will be made at the recommendation of either agency, provided the other agency concurs.

APPENDIX IX-A

"Sample Letter Transmitting to Ecology an
Application for Funds to Prepare a Water Conservation Plan"

__date__

Washington Department of Ecology
Attention: *__name__*
Water Resources Program
PO Box 47600
Olympia WA 98504-7600

Subject: Transmittal of Application for Water Conservation Planning Funds Under the Yakima River Basin Water Conservation Program

Dear *__name__*:

On *__date__* the Bureau of Reclamation (Reclamation) received an application for funds to prepare a water conservation plan under the Yakima River Basin Water Conservation Program (Basin Conservation Program) from *__entity name__* . An original copy of the application and its attachments are enclosed with this transmittal letter for your review. Reclamation is committed to providing notification to the applicant of the Federal/State water conservation plan funding decision by *__date__* (60 days from receipt of the application).

If you believe additional information is necessary to determine eligibility, please advise Mr.Jerry Jacoby of this office so we can notify the applicant. If it is necessary to request additional information, notification of the Federal/State funding decision will be within 60 days of receipt of the additional information. We would like to receive your comments and funding decision on the enclosed application by *__date__ (underline date)*.

[(Info for the writer, do not include this paragraph's text in the letter - DELETE:) Reclamation and the Washington Department of Ecology (Ecology) have developed a formal Coordination Plan outlining each agency's responsibilities during the implementation of the Basin Conservation Program. This Coordination Plan between Reclamation and Ecology provides three (3) weeks for Ecology to review applications for water conservation planning funds and one (1) additional week for Ecology to advise Reclamation of its decision as to allocation of State funds.]

Thank you for your help as we jointly work to achieve the objectives and interests of the Basin Conservation Program. If you need any information, please contact Jerry Jacoby at (509) 575-5848, extension 282.

Sincerely,

James A. Esget, Program Manager
Yakima River Basin Water Enhancement Project

Enclosures:

APPENDIX IX-B

"Sample Response to Acknowledge Receipt of
Application for Funds to Prepare a Water Conservation Plan"

__*date*__

(Entity address)

Subject: Receipt of Application for Water Conservation Planning Funds

Dear __*name*__ :

On __*date*__, we received your application for funds to prepare a water conservation plan under the Yakima River Basin Water Conservation Program (Basin Conservation Program). A copy of your application has been forwarded to the Washington Department of Ecology (Ecology) so it may review the application for eligibility for the State-sponsored share of this program.

Should we or Ecology need additional information we will notify you within the next two weeks. You will be notified, in writing, of your eligibility for conservation planning funds under the Basin Conservation Program by __*date*__ (60 days from receipt of the application). If additional information is requested, notification of eligibility will be within 60 days of receipt of the additional information.

Thank you for your interest and participation. We are looking forward to working with you to further the multiple objectives and interests of the Basin Conservation Program. If you need additional information, please contact Mr. Jerry Jacoby at (509) 575-5848, extension 282.

Sincerely,

James A. Esget, Program Manager
Yakima River Basin Water Enhancement Project

cc: State of Washington
Department of Ecology
Water Resources Program
PO Box 47600
Olympia WA 98504-7600

APPENDIX IX-D

"Sample Grant Agreement for Conservation Planning"

Contract Number _____

GRANT AGREEMENT
for
WATER CONSERVATION PLAN PREPARATION
between
__*name*__ IRRIGATION DISTRICT (RECIPIENT)
and
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY (ECOLOGY)
and
UNITED STATES BUREAU OF RECLAMATION (RECLAMATION)

I. SCHEDULE

A. Background:

The Yakima River Basin Water Conservation Program (Basin Conservation Program) is a joint program funded in part by ECOLOGY, RECLAMATION, and the RECIPIENT. ECOLOGY's funding for this program is derived from the Agricultural Water Supply Facilities Referendum 38, Chapter 43.99E RCW, November 1980, and represents 50 percent of the funding, not to exceed $200,000, to prepare a water conservation plan. RECLAMATION's funding is provided under Title XII of Pub. L. 103-434, (Yakima River Basin Water Enhancement Project, October 31, 1994) and represents 50 percent of the funding required to prepare the water conservation plan.

The RECIPIENT has applied for funds to prepare a Water Conservation Plan. RECLAMATION and ECOLOGY find the application demonstrates that there is a potential for water conservation within the RECIPIENT'S district (service area) and therefore approved the application on __*date*__. The RECIPIENT was notified in writing on __*date*__ of RECLAMATION and ECOLOGY's decision regarding funding this conservation plan.

B. Purpose:

The purpose of this grant is to encourage the preparation of a water conservation plan that will identify voluntary reduction in water diverted from the Yakima River basin, thus furthering the goals of the Yakima River Basin Water Enhancement Project (Title XII of Public Law 103-434). Simply stated, these goals are to improve the availability of water supplies for irrigation and to protect and enhance fish and wildlife resources, including wetlands, while improving the quality of water in the Yakima River basin.

C. Objective:

The objective of this grant is to set forth the terms and provisions for providing State and Federal grant funds to enable the RECIPIENT to prepare a water conservation plan.

D. Benefits:

This project is anticipated to result in the RECIPIENT reducing water diversions from the Yakima River system. The reduced diversions can be achieved with improved efficiencies obtained by implementing operational, conveyance and delivery system conservation measures. Instream flows for fish and wildlife, and the reliability of the water supply for irrigation in the Yakima River basin can be improved with a reduced water diversion.

E. RECLAMATION Responsibilities:

1. RECLAMATION will disburse all Federal and State monies provided to the RECIPIENT under this grant.

2. RECLAMATION will serve as the primary contact for all matters pertaining to this grant.

3. RECLAMATION will coordinate all matters pertaining to this grant with ECOLOGY, and provide ECOLOGY copies of all work schedules, reports, drawings, billings, and other materials received from the RECIPIENT within two working days of receipt thereof.

4. RECLAMATION will notify the RECIPIENT, in writing, of any decisions or approvals required pursuant to the terms of this grant.

F. ECOLOGY Responsibilities:

1. ECOLOGY will reimburse RECLAMATION, on a monthly basis, ECOLOGY's share of the amount of funds expended by the RECIPIENT during the term of this grant. ECOLOGY's maximum cost-share is 50 percent, up to a ceiling of $200,000 per *RECIPIENT*.

2. ECOLOGY will advise RECLAMATION, in writing, of any decisions, positions, or other actions pertinent to work schedules, reports, drawings, and any other reports provided pursuant to this grant.

3. Following the reviews of each phased draft report and final draft plan, ECOLOGY shall respond, in writing, to RECLAMATION with either approval or recommendations, revisions, corrections, or additions. The RECIPIENT is responsible for making the changes or revisions and resubmitting the draft to RECLAMATION. In addition, meetings between the RECIPIENT, RECLAMATION, and ECOLOGY are recommended, if needed, to discuss any problems and issues and seek resolution.

Subsequently, if a dispute still exists, the issues will be resolved pursuant to Disputes Resolution Section III.M, General Provisions.

G. RECIPIENT Responsibilities:

1. The RECIPIENT, using its own staff or by contract or contracts, shall prepare the water conservation plan in accordance with "Guidelines for the Preparation of Water Conservation Plans under the Yakima River Basin Water Enhancement Project," dated April 1998, and as set forth in the Grant Appendix 1, Scope of Work, subject to such modifications or changes in the plan as may be agreed upon by the RECIPIENT, ECOLOGY, and RECLAMATION.

2. The RECIPIENT will ensure that effective communication is maintained with ECOLOGY and RECLAMATION and affected local, State, or Federal agencies and jurisdictions and Indian Tribes to assure that the plan is developed in a manner that does not reflect adversely on the RECIPIENT, ECOLOGY, and RECLAMATION.

3. The RECIPIENT shall obtain all necessary permits, licenses, and/or easements necessary to develop the comprehensive plan.

H. Agreement Budget:

Contingent upon availability of funds, the total estimated budget for this agreement is __$__, as follows:

Party	Total Estimated Cost	FY 1998	FY 1999	FY 199_	FY	FY	FY
RECLAMATION							
ECOLOGY							
RECIPIENT	-0-	-0-					
Total							

I. Work to Be Performed:

To the extent that funds are available pursuant to the terms of this grant, the RECIPIENT shall, using its own staff, or by contract or contracts, undertake the work and special conditions described and set forth in the Scope of Work of this grant.

J. Use of Conserved Water:

This agreement is for the preparation of a water conservation plan and water diversions will not be reduced upon completion of the plan. Subsequent agreements, if any, to fund the implementation of the recommendations in this plan will address the restrictions upon the use of conserved water which may result from implementation.

Nothing in this agreement is to be construed as ECOLOGY or RECLAMATION concurrence with past practices which may have resulted in expansion of lands beyond the scope and authority of existing surface and ground water rights and/or which may not be in compliance with such water rights. Nothing herein shall be construed as RECIPIENT'S concurrence that any use of surface or ground water rights is presently beyond the scope of the RECIPIENT'S existing water rights.

II. SPECIAL PROVISIONS

A. Performance Schedule:

The RECIPIENT will perform work tasks identified in the attached Scope of Work on, or ahead of, the agreed-upon schedule. Should unexpected contingencies arise, the RECIPIENT will inform RECLAMATION immediately, in writing, of these contingencies and will obtain RECLAMATION and ECOLOGY approval for any deviations from the agreed-upon schedule. RECIPIENT will inform RECLAMATION immediately of any expected cost overruns due to any factor including the agreed-upon schedule.

B. Term of Agreement:

This agreement shall become effective on the date of the last signature hereto and extend through __date__. Any party to this agreement may terminate the agreement as it applies to the party upon notice in writing to the other parties at least 60 days in advance of the effective date of the termination. Any party may formally request modification of the agreement.

C. Property and Equipment Furnished by the Government:

None.

D. Reporting Requirements:

1. The RECIPIENT shall provide RECLAMATION with quarterly reports that:

a. Show progress relative to the time schedule;

b. Provide a narrative description of planning progress and accomplishments;

c. Describe problems encountered which hindered or delayed progress and the solutions taken to resolve the problem, or the methods tried to achieve resolution;

d. Identify issues which could arise that would reduce or delay accomplishments.

2. The RECIPIENT shall submit Phased Draft Water Conservation Plans for review. As progress is made on the plan, phased draft report plans shall be submitted to RECLAMATION for review and approval. Phased draft report plans shall be submitted pursuant to Appendix 1, Scope of Work, when the following phases are completed:

a. First Phase Draft Plan - RECIPIENT organization, land base and land use and ground water development, water supply, rights and use;

b. Second Phase Draft Plan - includes First Phase, plus facilities and operations, and future water needs;

c. Final Phase Draft Plan - includes First and Second Phases, plus identification and assessment of water conservation opportunities, and financial program. This phase will be a draft of the entire plan.

E. Reimbursable Costs and Limitations:

Costs will be reimbursed based upon actual costs incurred. Costs must be allowable, reasonable, and allocable to be eligible for reimbursement. Costs incurred after __date__ (the Funding Decision Notification letter) are eligible for funding. Examples of allowable costs are provided in the Grant Appendix 2.

F. Payment:

Billing:

The RECIPIENT shall bill RECLAMATION for actual costs incurred using the Standard Form 270, "Request for Advance or Reimbursement." The RECIPIENT may bill RECLAMATION annually, semiannually, quarterly or monthly, but shall not bill more often than monthly.

Financial Status Reports:

The RECIPIENT shall submit a SF 269 within 90 days after the completion of the project.

G. Grants and Cooperative Agreements Officer's Representative:

See an attached signature information page for the names, addresses, and phone numbers of the grant officers for RECLAMATION, ECOLOGY, and the RECIPIENT. Said page also includes the signatures of the responsible officials for RECLAMATION, ECOLOGY, and the RECIPIENT, executing this grant agreement.

III. GENERAL PROVISIONS

The General Provisions will be included in the agreement but are not included in this plan. They are available at RECLAMATION upon request.

IV. GRANT APPENDICES

1. Statement of Work for __name__ Irrigation District.

2. Examples of Allowable Costs.

7-2277 (4-90)
Bureau of Reclamation

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT

1. AGREEMENT NO. (e.g., 1425-7-FG-10-02670)	2. TYPE OF AGREEMENT _X_ Grant ____ Cooperative Agreement	3. Requisition No. Not Applicable
4. ISSUED BY CODE: PN-6317 **Pacific Northwest Region** **United States Bureau of Reclamation** **1150 North Curtis Road** **Boise ID 83706-1234**	5. RECIPIENT **(Recipient Name, Address, and Phone Number)**	
6. NAME, ADDRESS, AND PHONE NO. OF RECLAMATION ASSISTANCE REPRESENTATIVE **James A. Esget, Program Manager** **Bureau of Reclamation** **PO Box 1749** **Yakima WA 98907** **(509) 575-5848 Ext 267** 6a. NAME, ADDRESS, AND PHONE NO. OF ECOLOGY ASSISTANCE REPRESENTATIVE **Ray Newkirk, PE, Environmental Engineer** **State of Washington Department of Ecology** **PO Box 47600** **Olympia, WA 98504-7600** **(360)407-6630**	7. NAME, ADDRESS, AND PHONE NO. of RECIPIENT's PROJECT MANAGER **(Recipient's Project Manager - Name, Address, and Phone Number)**	
8. PROGRAM STATUTORY AUTHORITY Title XII of Pub. L. 103-434 (Yakima River Basin Water Enhancement Project, October 31, 1994)	9. CLASS OF RECIPIENT **(e.g., Irrigation District)**	
10. EFFECTIVE DATE **Date of the last signature below.**	11. COMPLETION DATE **(e.g., March 30, 1998)**	
12. TOTAL AMOUNT OF AGREEMENT **$**_____ AMOUNT OF RECLAMATION FUNDS OBLIGATED $_____	13. ACCOUNTING AND APPROPRIATION DATA (e.g., 210-0033-1002-100-00-0-0-1U10000-4120 $75,000) (e.g., 213-1751-93WN-100-00-0-0-1U10000-4120 $75,000) TIN (e.g., 91-1751873)	
14. PROJECT TITLE **Water Conservation Plan Preparation**		

15. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of **(Recipient Name)** BY _____ _____ *SIGNATURE* *DATE* *__Typed Name__* *__Title__* Telephone No.	16. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the **Bureau of Reclamation** BY _____ _____ *SIGNATURE* *DATE* *__Typed Name__* **Regional Director** Telephone No.

15. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of **State of Washington Department of Ecology** BY _____ _____ *SIGNATURE* *DATE* *__Typed Name__* **Program Manager** Telephone No.

Grant Appendix 1

SCOPE OF WORK
_____*RECIPIENT* (ENTITY Name, e.g., _____ Irrigation District)
Water Conservation Plan
__date__

The work to complete the draft of the Water Conservation Plan (WCP) will consist of the following tasks. Each task will result in preparation of a chapter of the report. The WCP will provide the information required by the "Guidelines for the Preparation of Water Conservation Plans under the Yakima River Basin Water Enhancement Project (YRBWEP)," dated April 1998.

Executive Summary - Information presented in each of the chapters will be condensed and summarized as a brief overview at the beginning of the report by _____*PREPARARER*.

Chapter 1 - Entity Organization - A large part of this information will be assembled by the _____*RECIPIENT* (ENTITY name, e.g., _____ Irrigation District). The information is readily available to the _____*RECIPIENT*, either in its files or in the files of _____ County or the US Bureau of Reclamation (RECLAMATION). This information consists of _____*RECIPIENT*'s date of organization and incorporation; its bylaws; a brief history of the formation of the _____*RECIPIENT* to its current status; the geographic and hydrologic setting; the construction of the existing facilities; how it allocates and distributes water to its users; a legal description of the _____*RECIPIENT* jurisdictional boundary and service area; a general location map; irrigated acreage; and crop patterns. _____*PREPARER* (name of consultant or firm actually preparing the water conservation plan) will use the assembled data to produce narrative text and tables.

Chapter 2 - Land Base and Land Use - _____*PREPARER* will assist the _____*RECIPIENT* in the production of the required base map which illustrates boundaries, features, facilities, and land use. Information from _____*RECIPIENT* records will be used to present current and future agricultural development (crop patterns, irrigated/non-irrigated acreage, commercial, residential, industrial, municipal, and other land uses). The use of groundwater for agricultural and other purposes within the _____*RECIPIENT* boundaries will be reviewed.

Chapter 3 - Water Rights, Supply, and Use - Information developed during the Yakima River Basin Water Rights Adjudication and other records maintained by the _____*RECIPIENT* and RECLAMATION will be used to demonstrate the _____*RECIPIENT* water rights and claims. Water supply data will be analyzed over the time period from 1970 to 1994.

A water balance will be performed by _____*PREPARER* by combining the information obtained from _____*RECIPIENT* and RECLAMATION records and information from _____*RECIPIENT* staff familiar with the system operations. No additional field measurements are believed to be needed.

Existing studies will be utilized to describe the water quality within the _____*RECIPIENT* system.

Chapter 4 - Present Facilities and Operations - _____*PREPARER* will provide a description of the facilities and operations of the _____*RECIPIENT's* system with assistance from _____*RECIPIENT* staff. The data gathered will be summarized in narrative text, a map, and a table, providing an inventory of the system. A general description of onfarm irrigation facilities and a table with an estimate number of acres under each type of system will be included.

Chapter 5 - Future Water Needs - Future crop and land use patterns within the _____*RECIPIENT* will be determined from _____*RECIPIENT* staff observations and local land use plans. The water needs of the

project after implementation of the proposed conservation measures (Preferred Alternative as presented in the WCP) will be calculated using methodology presented in the Washington Irrigation Guide. _____*PREPARER* will determine these quantities and compare them to current water supplies. The information will be presented in tables, supported by narrative text, with the information shown by month from the present year to the end of a 15-year horizon, in 5-year increments.

Chapter 6 - Identification and Assessment of Water Conservation Opportunities - _____*PREPARER* will assist the _____*RECIPIENT* to establish Water Conservation Goals and Objectives for system and onfarm improvements. With those goals in place, _____*PREPARER* will describe several (less than five) of the most viable alternatives of conservation improvements for consideration by the _____*RECIPIENT*. The First Tier Measures (constructed within five years) will be analyzed in detail. The Second and Third Tier Measures will be discussed briefly.

_____*PREPARER* will prepare, with assistance from the _____*RECIPIENT*, a State Environmental Policy Act (SEPA) Checklist for inclusion in the Plan.

Chapter 7 - Financial - _____*PREPARER* will identify potential funding sources that the _____*RECIPIENT* may wish to contact to attempt to secure loan and grant funding for construction of the Preferred Alternative (First Tier Measures). The current financial status will be presented showing: assessment rates, expenses, and a cash balance statement.

The following assumptions have been made in the preparation of this SCOPE OF WORK:

A) The price, as identified under COMPENSATION, does not include the incorporation of responses to any review comments which may be received from RECLAMATION or other affected agencies. The incorporation of responses to any review comments is considered to be beyond this SCOPE OF WORK.

B) _____*PREPARER* will print and bind ten (10) copies of the completed draft WCP and transmit these copies to the _____*RECIPIENT*.

C) The work defined in this SCOPE OF WORK will be completed by _____ (DATE), unless it is mutually agreed that the completion date should be extended.

Grant Appendix 2

EXAMPLES OF
ALLOWABLE COSTS

The purpose of this appendix is to assist the RECIPIENT in determining allowable items of cost. If the RECIPIENT fails to name an item of cost in the request for payment, this does not imply it is either allowable or unallowable; rather, determination of allowableness shall be based upon the treatment of similar or related items of cost.

1. Factors Allowing Cost

In order to be allowable, costs must:

a. Be necessary and reasonable and not be a general expense,
b. Not be prohibited by any laws or regulations,
c. Conform to any cost limitations or exclusions,
d. Be consistent with State and Federal policies, regulations and procedures,
e. Be given consistent treatment through uniform accounting principles,
f. Not be allocated to or included as a cost of any other State/Federal financed program, past, or present,
g. Be net of all allowable credits.

2. Credits

The applicable portion of any income, rebate, allowance, and other credit relating to any allowable cost, received by or accruing to the RECIPIENT, must be credited to ECOLOGY and RECLAMATION, either as a cost reduction, or by cash refund, as appropriate.

3. Unforeseen/Emergency Expenditures

A contingency line item providing a specified amount for reimbursements for unforeseen expenditures may be made only with the prior written approval of ECOLOGY and RECLAMATION.

4. Allowable Costs

Generally, whether costs are allowable depends upon cost principles applicable to the particular project agreement. However, certain costs are commonly allowed. These include:

advertising
compensation for personal services
depreciation and use allowances
employee fringe benefits
employee morale, health and welfare
maintenance and repair
materials and supplies
memberships, subscriptions and professional activities
taxes
training and education
transportation
travel

Employee benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, sick leave, court leave, military leave, and the like, if they are: (1) provided pursuant to an approved leave system, and (2) the cost thereof is equitably allocated to all related activities, including grant programs; and,

Employee benefits in the form of employers' contribution or expenses for social security, employees' life and health insurance plans, unemployment insurance coverage, workmen's compensation insurance, pension plans, severance pay, and the like, provided such benefits are granted under approved plans and are distributed equitably to grant programs and to other activities.

Where any questions involving allowableness of costs arise, ECOLOGY's and RECLAMATION's project officers should be consulted; otherwise, certain costs may be disallowed.

5. Payroll and Distribution of Time

Amounts charged for personal service, regardless of whether treated as direct or indirect costs, will be based on payrolls documented and approved in accordance with the generally accepted practice of the State or local agency. Payrolls must be supported by time and attendance or equivalent records for individual employees. Salaries and wages of employees chargeable to more than one cost objective must be supported by appropriate time distribution records. The method used should produce an equitable distribution of time and effort. Such time records must be certified by the entity's project director. Such certified records are the only allowable source document for charging and reporting personnel expenditures.

6. Unallowable Costs

Certain costs are commonly disallowed. These unallowable costs include:

bad debts
contingencies
contributions and donations
entertainment
fines and penalties
interest and other financial costs
under-recovery of costs under grant agreements

Once again, whether a cost is unallowable depends upon the applicable cost principles to the agreement. Failure to clarify any question whether a cost is unallowable or allowable may result in its disallowance by ECOLOGY and RECLAMATION.

"Sample Letter Transmitting to Ecology a Completed Entity Water Conservation Plan/Application for Feasibility Investigation Funding"

__date__

Washington Department of Ecology
Attention: *__name__*
Water Resources Program
PO Box 47600
Olympia WA 98504-7600

Subject: Transmittal of *[in some cases, "Application for Feasibility Investigation Funding and"]* Entity Water Conservation Plan Funded Under the Yakima River Basin Water Conservation Program *[or Ref 38?]*

Dear *__name__*:

On *__date__*, the Bureau of Reclamation (Reclamation) received *[in some cases, "an application for feasibility investigation grant funding and"]* a completed water conservation plan funded under the Yakima River Basin Water Conservation Program (Basin Conservation Program) *[or in some cases, "funded with State Referendum 38 Funds"]* from *__entity name__* . A *[in some cases, "An original copy of the __entity name__ application for feasibility investigation funding and a"]* complete copy of the water conservation plan is *[are?]* enclosed with this transmittal letter for your review. Reclamation's goal is to provide notification to *__entity name__* of the Federal/State feasibility investigation funding decision by *__date__* (60 days from receipt of the *[application and/or]* water conservation plan).

If you determine the *[application or]* water conservation plan to be incomplete or inadequate, please advise Mr. Jerry Jacoby of this office so we can notify the entity. If it is necessary to request additional information, notification of the Federal/State funding decision will be within 60 days of receipt of the additional information. We would like to receive your evaluation comments on the enclosed water conservation plan by *__date__ (underline date)* and your funding decision and funding amount for feasibility investigation by *__date__ (underline date).*

[(Info for the writer, do not include this paragraph's text in the letter - DELETE:) Reclamation and the Washington Department of Ecology (Ecology) have developed a formal Coordination Plan outlining each agency's responsibilities during the implementation of the Basin Conservation Program. This Coordination Plan between Reclamation and Ecology provides four (4) weeks for Ecology to review a water conservation plan and one (1) additional week for Ecology to provide Reclamation a written evaluation of the water conservation plan. Reclamation and Ecology have agreed to conduct a coordination meeting within two (2) weeks of completion of conservation plan review. Ecology has then agreed to provide Reclamation written notification of its funding decision as to allocation of State funds for feasibility investigation and the funding amount within one (1) week following the coordination meeting]

Thank you for your help as we jointly work to achieve the objectives and interests of the Basin Conservation Program. If you need any information, please contact Jerry Jacoby at (509) 575-5848, extension 282.

Sincerely,

James A. Esget, Program Manager
Yakima River Basin Water Enhancement Project

Enclosure

"Sample Response to Acknowledge Receipt of an Entity Water Conservation Plan/Application for Feasibility Investigation Funding"

__date__

(Entity address)

Subject: Receipt of *[in some cases, "Application for Feasibility Investigation Funding and"]* Completed Water Conservation Plan

Dear *__name__* :

On *__date__*, we received your *[in some cases, "application for feasibility investigation grant funding and your"]* completed water conservation plan, funded under the Yakima River Basin Water Conservation Program (Basin Conservation Program) *[or, in some cases, "funded with State Referendum 38 funds"]*. A copy of your plan has *[or "application and plan have"]* been forwarded to the Washington Department of Ecology so it may review the plan for eligibility for the State-sponsored share of this program.

Should we or Ecology need additional information we will notify you within the next two weeks. Reclamation and Ecology's goal is to notify you, in writing, of your eligibility for feasibility investigation/environmental evaluation funds under the Basin Conservation Program by *__date__* (60 days from receipt of the plan). If additional information is requested, notification of eligibility will be within 60 days of receipt of the additional information.

Thank you for your interest and participation. We are looking forward to working with you to further the multiple objectives and interests of the Basin Conservation Program. If you need additional information, please contact Jerry Jacoby at (509) 575-5848, extension 282.

Sincerely,

James A. Esget, Program Manager
Yakima River Basin Water Enhancement Project

cc: State of Washington
Department of Ecology
Water Resources Program
PO Box 47600
Olympia WA 98504-7600

APPENDIX IX-G

"Sample Response to Notify Entity of Reclamation/Ecology Funding Decision
for Feasibility Investigation/Environmental Evaluation Funds"

__*date*__

(Entity address)

Subject: Funding Decision Notification for Feasibility Investigation/Environmental Evaluation Funds Under the Basin Conservation Program

Dear __*name*__ :

The Bureau of Reclamation (Reclamation) and Washington Department of Ecology (Ecology) have reviewed your water conservation plan and find it meets the requirements for further participation in the Basin Conservation Program. Your plan is approved for a combined Federal and State grant funding of up to $_____ for feasibility investigation/environmental evaluation. Actual commitment of Basin Conservation Program and Referendum 38 funds is contingent upon execution of a three-party grant agreement among Reclamation, Ecology, and __*entity name*__.

We have begun preparation of the three-party grant agreement, which includes the terms of the agreement and the "Scope of Work." Please provide us a draft "Scope of Work" at your earliest convenience. We may need to meet to discuss and finalize the draft. Please contact Mr. Jerry Jacoby at (509) 575-5848, extension 282 for information or to schedule a follow-up meeting.

Thank you for your interest in the Basin Conservation Program. We are looking forward to working with you during the various phases of this program.

Sincerely,

James A. Esget, Program Manager
Yakima River Basin Water Enhancement Project

cc: State of Washington
Department of Ecology
Water Resources Program
PO Box 47600
Olympia WA 98504-7600

"Sample Grant Agreement for Feasibility Investigations"

Contract Number _____

GRANT AGREEMENT
for
FEASIBILITY INVESTIGATION PREPARATION
between
_____ IRRIGATION DISTRICT (RECIPIENT)
and
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY (ECOLOGY)
and
UNITED STATES BUREAU OF RECLAMATION (RECLAMATION)

I. SCHEDULE

A. Background:

The Yakima River Basin Water Conservation Program (Basin Conservation Program) is a joint program funded in part by ECOLOGY, RECLAMATION, and the RECIPIENT. ECOLOGY's funding for this program is derived from the Agricultural Water Supply Facilities Referendum 38, Chapter 43.99E RCW, November 1980, and represents 50 percent of the funding for feasibility investigation/environmental evaluation of proposed water conservation measures, but not to exceed $200,000 per recipient for water conservation plan preparation and feasibility investigation combined. RECLAMATION's funding is provided under Title XII of Pub. L. 103-434, (Yakima River Basin Water Enhancement Project, October 31, 1994) and represents the residual funding amount required for completing the feasibility investigation of the proposed water conservation measures, after deducting the State and local funds provided. The RECIPIENT must fund 20 percent of the feasibility investigation costs, after deducting the State funds provided for completion of the feasibility investigations.

Option 1 - Existing Plan Under Referendum 38

The RECIPIENT prepared a Comprehensive Water Conservation Plan (CWCP) under "Referendum 38" from ECOLOGY. ECOLOGY reviewed and approved the RECIPIENT's CWCP, finding it satisfied the conservation planning requirements under Referendum 38, on _____. On _____, the RECIPIENT submitted an application for funding under the Basin Conservation Program and requested that RECLAMATION accept the CWCP previously submitted to ECOLOGY to satisfy the Water Conservation Planning requirements under the Basin Conservation Program. RECLAMATION agreed that the RECIPIENT's plan is adequate for participation in the Basin Conservation Program and advised the RECIPIENT on _____. Additional feasibility investigation work required will be outlined in the Scope of Work.

Option 2 - BCP Process

The RECIPIENT prepared a Water Conservation Plan under the Basin Conservation Program (ECOLOGY Grant No. _____ , RECLAMATION Grant No. _____ , dated _____). This Water Conservation Plan was reviewed and accepted for Feasibility Investigation under the Basin Conservation Program on _____ (ECOLOGY Grant No. _____ , RECLAMATION Grant No. _____ , dated _____). A Scope of Work will define the additional information and investigation which must be completed in the RECIPIENT's Feasibility Investigation of its proposed water conservation measures.

B. Purpose:

The purpose of this grant is to encourage the preparation of a feasibility investigation of water conservation measures that will provide a voluntary reduction in water diverted from the Yakima River basin to further the goals of the Yakima River Basin Water Enhancement Project (Title XII of Public Law 103-434). Simply stated, these goals are to improve the availability of water supplies for irrigation and to protect and enhance fish and wildlife resources, including wetlands, while improving the quality of water in the Yakima River basin.

C. Objective:

The objective of this grant is to set forth the terms and provisions for providing State and Federal grant funds to enable the RECIPIENT to prepare a feasibility investigation of proposed water conservation measures.

D. Benefits:

This project is anticipated to result in the RECIPIENT reducing water diversion from the Yakima River system. The reduced diversion can be achieved with improved efficiencies obtained by implementing operational, conveyance and delivery system conservation measures. Instream flows for fish and wildlife, and the reliability of the water supply for irrigation in the Yakima River basin can be improved with reduced water diversion.

E. RECLAMATION Responsibilities:

1. RECLAMATION will disburse all Federal and State monies provided to the RECIPIENT under this grant.

2. RECLAMATION will serve as the primary contact for all matters pertaining to this grant.

3. RECLAMATION will coordinate all matters pertaining to this grant with ECOLOGY, and provide ECOLOGY copies of all work schedules, reports, drawings, billings, and other materials received from the RECIPIENT within two working days of receipt thereof.

4. RECLAMATION will notify the RECIPIENT, in writing, of any decisions or approvals required pursuant to the terms of this grant.

F. ECOLOGY Responsibilities:

1. ECOLOGY will reimburse RECLAMATION, on a monthly basis, ECOLOGY's share of the amount of funds expended by the RECIPIENT during the term of this grant.

2. ECOLOGY will advise RECLAMATION, in writing, of any decisions, positions, or other actions pertinent to work schedules, reports, drawings, and any other reports provided pursuant to this grant.

G. RECIPIENT Responsibilities:

1. The RECIPIENT, using its own staff or by contract or contracts, shall prepare the feasibility investigations in accordance with " Guidelines for Feasibility Investigations," dated April 1998, and as set forth in a Scope of Work, subject to such modifications or changes in the plan as may be agreed upon by the RECIPIENT, ECOLOGY, and RECLAMATION.

2. The RECIPIENT will ensure that effective communication is maintained with ECOLOGY and RECLAMATION and affected local, State, or Federal agencies and jurisdictions and Indian Tribes to assure that the feasibility investigation is developed in a manner that does not reflect adversely on the RECIPIENT, ECOLOGY, and RECLAMATION.

3. The RECIPIENT shall obtain all necessary permits, licenses, and/or easements necessary to develop the feasibility investigation.

H. Agreement Budget:

Contingent upon availability of funds, the total estimated budget for this agreement is $_____, as follows:

Party	Total Estimated Cost	FY 199_	FY 199_	FY 199_	FY	FY	FY
RECLAMATION							
ECOLOGY							
RECIPIENT							
Total							

I. Work to Be Performed:

To the extent that funds are available pursuant to the terms of this grant, the RECIPIENT shall, using its own staff, or by contract or contracts, undertake the work and special conditions described and set forth in the Scope of Work of this grant.

J. Use of Conserved Water:

This agreement is for the preparation of a feasibility investigation and water diversions will not be reduced upon the completion of the investigation. Subsequent agreements, if any, to fund the implementation of the recommendations of this study will address the restrictions upon the use of any conserved water which may result from the implementation.

Nothing in this agreement is to be construed as ECOLOGY or RECLAMATION concurrence with past practices which may have resulted in expansion of lands beyond the scope and authority of existing surface and groundwater rights and/or which may not be in compliance with such water rights. Nothing herein shall be construed as RECIPIENT'S concurrence that any use of surface or groundwater rights is presently beyond the scope of the RECIPIENT'S existing water rights.

II. SPECIAL PROVISIONS

A. Performance Schedule:

The RECIPIENT will perform work tasks identified in the attached Scope of Work on or ahead of the agreed-upon schedule. Should unexpected contingencies arise, the RECIPIENT will inform RECLAMATION immediately, in writing, of these contingencies and will obtain RECLAMATION and ECOLOGY approval for any deviations from the agreed-upon schedule. RECIPIENT will inform RECLAMATION immediately of any expected cost overruns due to any factor including the agreed-upon schedule.

B. Term of Agreement:

This agreement shall become effective on the date of the last signature hereto and extend through _____. Any party to this agreement may terminate the agreement as it applies to the party upon notice, in writing, to the other parties at least 60 days in advance of the effective date of the termination. Any party may formally request modification of the agreement.

C. Property and Equipment Furnished by the Government:
None.

D. Reporting Requirements:

1. The RECIPIENT shall provide RECLAMATION with quarterly reports that:

a. Show progress relative to the time schedule;

b. Provide a narrative description of feasibility investigation progress and accomplishments;

c. Describe problems encountered which hindered or delayed progress and the solutions taken to resolve the problem, or the methods tried to achieve resolution;

d. Identify issues which could arise that would reduce or delay accomplishments.

E. Reimbursable Costs and Limitations:

Costs will be reimbursed based upon actual costs incurred. Costs must be allowable, reasonable, and allocable to be eligible for reimbursement.

F. Payment:

Billing:

The RECIPIENT shall bill RECLAMATION for actual costs incurred, on a monthly basis, using the Standard Form 270, "Request for Advance or Reimbursement." Costs incurred after _____ (the Funding Decision Notification letter) are eligible for funding.

Financial Status Reports:

The RECIPIENT shall submit a Standard Form 269 within 90 days after the completion of the project.

G. Grants and Cooperative Agreements Officer's Representative:

See attached signature information page for the names, addresses, and phone numbers of the grant officers for RECLAMATION, ECOLOGY, and the RECIPIENT. Said page also includes the signatures of the responsible officials for RECLAMATION, ECOLOGY, and the RECIPIENT, executing this grant agreement.

III. GENERAL PROVISIONS

The General Provisions will be included in the agreement but are not included in this plan. They are available at RECLAMATION upon request.

IV. APPENDICES

The A) Scope of Work, B) Estimates of Allowable Costs, and C) relevant Certification Forms appendices will be included in the agreement but are not included in this plan. The Diversion Reduction Agreement may also be included as an appendix.

7-2277 (4-90)
Bureau of Reclamation

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT

1. AGREEMENT NO. (e.g., 1425-7-FC-10-02670)	2. TYPE OF AGREEMENT _X__ Grant __ Cooperative Agreement	3. Requisition No. Not Applicable
4. ISSUED BY CODE: PN-6317 **Pacific Northwest Region** **United States Bureau of Reclamation** **1150 North Curtis Road** **Boise ID 83706-1234**		5. RECIPIENT **(Recipient Name, Address, and Phone Number)**
6. NAME, ADDRESS, AND PHONE NO. OF RECLAMATION ASSISTANCE REPRESENTATIVE **James A. Esget, Program Manager** **Bureau of Reclamation** **PO Box 1749** **Yakima WA 98907** **(509) 575-5848 Ext 267** 6a. NAME, ADDRESS, AND PHONE NO. OF ECOLOGY ASSISTANCE REPRESENTATIVE **Ray Newkirk, PE, Environmental Engineer** **State of Washington Department of Ecology** **PO Box 47600** **Olympia WA 98504-7600** **(360) 407-6630**		7. NAME, ADDRESS, AND PHONE NO. of RECIPIENT's PROJECT MANAGER **(Recipient's Project Manager - Name, Address, and Phone Number)**
8. PROGRAM STATUTORY AUTHORITY Title XII of Pub. L. 103-434 (Yakima River Basin Water Enhancement Project, October 31, 1994)		9. CLASS OF RECIPIENT **(e.g., Irrigation District)**
10. EFFECTIVE DATE **Date of last signature below.**		11. COMPLETION DATE **(e.g., March 30, 1998)**
12. TOTAL AMOUNT OF AGREEMENT **$**_____ AMOUNT OF RECLAMATION FUNDS OBLIGATED **$**_____		13. ACCOUNTING AND APPROPRIATION DATA (e.g., 210-0033-1002-100-00-0-0-1U10000-4120 $75,000) (e.g., 213-1751-93WN-100-00-0-0-1U10000-4120 $75,000) TIN __(e.g., 91-1751873)__
14. PROJECT TITLE **BCP Feasibility Investigation Preparation**		

15. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of

(Recipient Name)

BY _____ _____
SIGNATURE *DATE*

__Typed Name__
__Title__

Telephone No.

16. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the

Bureau of Reclamation

BY _____ _____
SIGNATURE *DATE*

__Typed Name__
Regional Director

Telephone No.

15. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of

State of Washington Department of Ecology

BY _____ _____
SIGNATURE *DATE*

__Typed Name__
Program Manager

Telephone No.

"Sample Letter Transmitting to Ecology a BCP-Funded
Feasibility Investigation/Environmental Evaluation"

__date__

Washington Department of Ecology
Attention: *__name__*
Water Resources Program
PO Box 47600
Olympia WA 98504-7600

Subject: Transmittal of Feasibility Investigation/Environmental Evaluation Funded Under the Yakima River Basin Water Conservation Program

Dear *__name__*:

On *__date__* the Bureau of Reclamation (Reclamation) received a Feasibility Investigation/Environmental Evaluation (Feasibility Investigation) funded under the Yakima River Basin Water Conservation Program (Basin Conservation Program) from *__entity name__*. A complete copy of the Feasibility Investigation is enclosed with this transmittal letter for your review. Reclamation's goal is to provide notification to *__entity name__* of the Federal/State funding decision and the amount of funding available for implementation of its proposed water conservation measures by *__date__* (60 days from receipt of the Feasibility Investigation).

If you determine the Feasibility Investigation to be incomplete or inadequate, please advise Mr. Jerry Jacoby of this office so we can notify the entity. If it is necessary to request additional information, notification of the Federal/State funding decision will be within 60 days of receipt of the additional information. We would like to receive your evaluation comments on the enclosed Feasibility Investigation by *__date__*(underline date) and your funding decision and funding amount for implementation of the entity's proposed water conservation measures by *__date__ (underline date)*.

[(Info for the writer, do not include this paragraph's text in the letter - DELETE:) Reclamation and the Washington Department of Ecology (Ecology) have developed a formal Coordination Plan outlining each agency's responsibilities during the implementation of the Basin Conservation Program. This Coordination Plan between Reclamation and Ecology provides four (4) weeks for Ecology to review a Feasibility Investigation and two (2) additional weeks for Ecology to provide Reclamation written evaluations of the Feasibility Investigation. Reclamation and Ecology have agreed to confer within this same two (2) week period. Ecology has then agreed to provide Reclamation written notification of its funding decision and the amount of State funds available for implementation of the entity's proposed water conservation measures within one (1) week of conferring with Reclamation.]

Thank you for your help as we jointly work to achieve the objectives and interests of the Basin Conservation Program. If you need any information, please contact Mr. Jacoby at (509) 575-5848, extension 282.

Sincerely,

James A. Esget, Program Manager
Yakima River Basin Water Enhancement Project

Enclosure

"Sample Response to Acknowledge Receipt of
an Entity Feasibility Investigation/Environmental Evaluation"

__date__

(Entity address)

Subject: Receipt of Completed Feasibility Investigation/Environmental Evaluation

Dear *__name__* :

On *__date__* we received your completed Feasibility Investigation/Environmental Evaluation (Feasibility Investigation), funded under the Yakima River Basin Water Conservation Program (Basin Conservation Program). A copy of the feasibility investigation has been forwarded to the Washington Department of Ecology (Ecology) so it may review the document for eligibility for the State-sponsored share of this program.

Should we or Ecology need additional information we will notify you within the next two weeks. Reclamation and Ecology's goal is to notify you, in writing, of your eligibility for grant funding for implementation of proposed water conservation measures under the Basin Conservation Program when the biological benefits can be determined.

Thank you for your interest and participation. We are looking forward to working with you to further the multiple objectives and interests of the Basin Conservation Program. If you need additional information, please contact Mr. Jacoby at (509) 575-5848, extension 282.

Sincerely,

James A. Esget, Program Manager
Yakima River Basin Water Enhancement Project

cc: State of Washington
Department of Ecology
Water Resources Program
PO Box 47600
Olympia WA 98504-7600

"Sample Response to Notify Entity of Reclamation/Ecology Funding Decision
for Implementation of Approved Feasible Conservation Measures"

__*date*__

(Entity address)

Subject: Funding Decision Notification for Implementation of Your Approved Feasible Conservation Measures Under the Basin Conservation Program

Dear __*name*__:

The Bureau of Reclamation (Reclamation) and Washington Department of Ecology (Ecology) have reviewed your Feasibility Investigation/Environmental Evaluation and find it meets the requirements for further participation in the Basin Conservation Program. Your plan is approved for a combined Federal and State grant funding of up to $_____ for implementation of the approved feasible conservation measures. Actual commitment of Basin Conservation Program and Referendum 38 funds is contingent upon completion of a diversion reduction agreement and execution of a three-party grant agreement among Reclamation, Ecology, and __*entity name*__.

We propose a meeting with you on __*date*__ at __*time*__ (a.m./p.m.) to discuss the diversion reduction agreement, the "Scope of Work," and the terms for the three-party grant agreement. Please notify this office at (509) 575-5848, extension 282 (Mr. Jerry Jacoby) of the acceptability of this meeting date and for other information you may need.

Thank you for your interest in the Basin Conservation Program. We are looking forward to working with you during the various phases of this program.

Sincerely,

James A. Esget, Program Manager
Yakima River Basin Water Enhancement Project

cc: State of Washington
Department of Ecology
Water Resources Program
PO Box 47600
Olympia WA 98504-7600

APPENDIX IX-L

"Sample Grant Agreement for Implementation"

Contract Number _____

GRANT AGREEMENT
for
WATER CONSERVATION MEASURES IMPLEMENTATION
between
_____ IRRIGATION DISTRICT (RECIPIENT)
and
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY (ECOLOGY)
and
UNITED STATES BUREAU OF RECLAMATION (RECLAMATION)

I. SCHEDULE

A. Background:

The Yakima River Basin Water Conservation Program (Basin Conservation Program) is a joint program funded in part by ECOLOGY, RECLAMATION and the RECIPIENT. ECOLOGY's funding for this program is derived from the Agricultural Water Supply Facilities Referendum 38, Chapter 43.99E RCW, November 1980, and represents 17½ percent of the funding for implementation of approved water conservation measure(s). RECLAMATION's funding is provided under Title XII of Pub. L. 103-434, (Yakima River Basin Water Enhancement Project, October 31, 1994), and represents 65 percent of the funding to implement approved water conservation measures. The RECIPIENT must fund the remaining 17½ percent of the cost to implement water conservation measure(s).

Option 1 - Existing Plan Under Referendum 38:

The RECIPIENT prepared a Comprehensive Water Conservation Plan (CWCP) as part of an application for an Agricultural Water Supply Facilities Grant under "Referendum 38" from ECOLOGY. ECOLOGY reviewed and approved the RECIPIENT's CWCP, finding it satisfied the conservation planning requirements under Referendum 38, on _____ . On _____, the RECIPIENT submitted an application for funding a feasibility investigation under the Basin Conservation Program and requested that RECLAMATION accept the CWCP previously submitted to ECOLOGY to satisfy the Water Conservation Planning requirements under the Basin Conservation Program. RECLAMATION agreed that the RECIPIENT's plan is adequate for participation in the Basin Conservation Program and advised the RECIPIENT on _____ . The Water Conservation Plan was reviewed and accepted for Feasibility Investigation on _____ (ECOLOGY Grant No. _____ , RECLAMATION Grant No. _____ , dated _____). The completed Feasibility Investigation was submitted to RECLAMATION on _____ . Finding the Feasibility Investigation possessed engineering, economic, and environmental soundness, RECLAMATION and ECOLOGY approved the measures described in the attached Scope of Work (Grant Appendix A), for implementation under the Basin Conservation Program.

Option 2 - BCP Process:

The RECIPIENT prepared a Water Conservation Plan under the Basin Conservation Program (ECOLOGY Grant No. _____ , RECLAMATION Grant No. _____ , dated _____). This Water Conservation Plan was reviewed and accepted for Feasibility Investigation on _____ (ECOLOGY Grant No. _____ , RECLAMATION Grant No. _____ , dated _____). The completed Feasibility Investigation was submitted to RECLAMATION on _____ . Finding the Feasibility Investigation possessed engineering, economic, and environmental soundness, RECLAMATION and ECOLOGY approved the measures described in the attached Scope of Work (Grant Appendix A), for implementation under the Basin Conservation Program.

B. Purpose:

The purpose of this grant is to encourage the voluntary reduction in water diverted from the Yakima River basin to further the goals of the Yakima River Basin Water Enhancement Project (Title XII of Public Law 103-434). Simply stated, these goals are to improve the availability of water supplies for irrigation and to protect and enhance fish and wildlife resources, including wetlands, while improving the quality of water in the Yakima River basin.

C. Objective:

The objective of this grant is to set forth the terms and provisions for providing State and Federal grant funds to implement water conservation measures on the _____ (RECIPIENT/Place of Use).

D. Benefits:

This Project will result in the RECIPIENT reducing water diversion from the Yakima River system. The reduced diversion will be achieved with improved efficiencies obtained by implementing operational, conveyance and delivery system conservation.

Instream flow for fish and wildlife, and the reliability of the water supply for irrigation in the Yakima River basin will be improved with the reduced water diversion.

E. RECLAMATION Responsibilities:

1. RECLAMATION will disburse all Federal and State monies provided to the RECIPIENT under this grant.

2. RECLAMATION will serve as the primary contact for all matters pertaining to this grant.

3. RECLAMATION will coordinate all matters pertaining to this grant with ECOLOGY, and provide ECOLOGY copies of all work schedules, reports, drawings, and other materials received from the RECIPIENT within two working days of receipt thereof.

4. RECLAMATION will notify the RECIPIENT, in writing, of any decisions or approvals required pursuant the terms of this grant.

F. ECOLOGY Responsibilities

1. ECOLOGY will reimburse RECLAMATION, on a monthly basis, ECOLOGY's share of the amount of funds expended by the RECIPIENT during the term of this grant.

2. ECOLOGY will advise RECLAMATION, in writing, of any decisions, positions, or other actions pertinent to work schedules, reports, drawings, and any other reports provided pursuant to this grant.

G. RECIPIENT Responsibilities:

1. The RECIPIENT, on its own account or by contract or contracts, shall construct the Project substantially in accordance with the plan approved for funding under Referendum 38 and Title XII of Pub. L. 103-434, and as set forth in the Scope of Work, (Grant Appendix A), subject to such modifications or changes in plan as may be agreed upon by the RECIPIENT, ECOLOGY and RECLAMATION.

2. The RECIPIENT will perform or cause to be performed all of said work pursuant to detailed plans, designs, estimates, and specifications, and in accordance with sound engineering practices, all as approved by ECOLOGY and RECLAMATION as adequate to protect the interests of the United States and the State of Washington in the Project.

3. The RECIPIENT agrees to complete construction of the Project works within _____ years of the initial advance of Federal and State funds; Provided, however, That such construction period may be extended if Federal and State funds are not available for whatever reason. Written approval of ECOLOGY and RECLAMATION must be given to extend the work schedule.

4. The RECIPIENT will certify annually that water savings resulting in whole or in part from funds provided by this grant have not been applied to non-assessed lands or lands outside the RECIPIENT's boundary.

H. Agreement Budget:

Contingent upon availability of funds, the total estimated budget for this agreement is $ _____, as follows:

Party	Total Estimated Cost	FY 19__	FY 19__	FY 19__	FY	FY	FY
RECLAMATION							
ECOLOGY							
RECIPIENT							
Total							

I. Agreement Term:

1. All provisions of this agreement shall become effective upon the date of agreement execution by ECOLOGY and RECLAMATION and shall remain in effect until the RECIPIENT has completed the Project described in this agreement, except for the provisions of Article J (Post-Implementation Monitoring Program ...) herein which shall survive in perpetuity unless otherwise released, in writing, by the Director and the Secretary.

2. The Project shall be considered completed for purposes of this agreement when so determined by ECOLOGY and RECLAMATION. RECLAMATION will provide the RECIPIENT written notification of such determination of completion by ECOLOGY and RECLAMATION.

J. Post-Implementation Monitoring Program and Diversion Reduction Agreement:

The RECIPIENT will institute the post-implementation measuring, monitoring and reporting program described in its Feasibility Investigation Technical Memorandum. Measurement reports on water volume and water quality shall be submitted annually to the Manager, Yakima Field Office, RECLAMATION, in the form and on the date so provided in the written notification.

The RECIPIENT will enter into a diversion reduction agreement with RECLAMATION and ECOLOGY prior to executing this implementation grant agreement. The diversion reduction agreement will quantify the amount of anticipated conserved water that will result from implemented water conservation measures. The diversion reduction agreement will define the amount the RECIPIENT must reduce its diversion from the river.

II. CONSTRUCTION

A. Scheduling of Work:

1. **(a)** Prior to the advance of any funds under this agreement, the RECIPIENT shall submit to RECLAMATION and ECOLOGY for approval:

(1) A master work schedule, showing by fiscal years, the entire work proposed to be performed or caused to be performed by the RECIPIENT under this agreement and the total estimated cost thereof; and

(2) A detailed work schedule of that portion of the work proposed for accomplishment in the initial quarter, showing estimates of funds required by months. Thereafter, not less than 15 days prior to the end of the initial quarter and each subsequent quarter throughout the construction period, a detailed schedule of said work proposed for the ensuing quarter, showing estimates of funds required by month, shall also be submitted by the RECIPIENT to RECLAMATION for approval.

(b) The work schedules and cost estimates required by this Article shall be submitted by the RECIPIENT on such forms as RECLAMATION and ECOLOGY may designate and shall contain such data and information as RECLAMATION and ECOLOGY may require. Any approved work schedule may be modified by the RECIPIENT upon written approval of RECLAMATION and ECOLOGY after RECLAMATION and ECOLOGY's determination that the request for modification is timely and appropriate.

(c) Costs are limited to those incurred subsequent to the execution of this Agreement or approved in writing by RECLAMATION and ECOLOGY prior to execution of this Agreement, and are chargeable to the Project as set forth in Article III.C. [Costs... of the RECIPIENT] hereof. The work schedules

estimates of funds required may include the sums required for the preparation of designs and specifications, engineer's estimates, legal work, environmental compliance activities, and all other preconstruction activities required to initiate the stage of construction involved.

(d) Prior to actual construction work during any Quarter, the RECIPIENT shall obtain, by donation, purchase, eminent domain or other appropriate procedure, title to any lands or interests therein necessary for such work; Provided, That acquiring such title shall be without cost to RECLAMATION and ECOLOGY (except as provided by Section 1203(i)(3) of Pub. L. 103-434); Provided, further, That such title acquisition shall be subject to the provisions of Article II.E. [Relocation Assistance...] hereof.

2. The RECIPIENT will insert language specifying requirements for avoiding damage to the environment in all construction contracts and subcontracts thereof.

B. Progress Reports, Drawings and Inspections:

1. (a) The RECIPIENT shall prepare and furnish to RECLAMATION quarterly written reports describing the progress of the work, including an itemization of (1) quantities removed or installed and the costs incurred by the RECIPIENT pursuant to this agreement for each preceding month and (2) actions taken to meet environmental clearance requirements. Said reports shall be prepared in such form and in such manner as ECOLOGY and RECLAMATION may from time to time prescribe. Timing and content of the reports may be modified by written agreement among the RECIPIENT, ECOLOGY and RECLAMATION.

(b) The RECIPIENT may utilize, in connection with the performance of work under this agreement such independent, expert, consulting or supervisory services as it may deem necessary, and the reasonable cost of such services shall be considered a part of the cost of the work performed.

C. Contracts With Third Parties:

1. (a) The RECIPIENT shall advertise each construction, equipment or supply contract exceeding $25,000 for competitive bidding. Upon receipt of bids, any action proposed by the RECIPIENT other than making the award to the lowest responsible bidder shall be subject to review by ECOLOGY and RECLAMATION.

(b) For all construction contracts exceeding $25,000, the RECIPIENT shall require construction contractors to furnish performance bonds equal to 100 percent of the contract price and payment bonds equal to (1) 50 percent of the contract price for contracts not exceeding $1,000,000, (2) 40 percent of the contract price for contracts exceeding $1,000,000 but not exceeding $5,000,000, and (3) $2,500,000 for contracts exceeding $5,000,000. Supply and equipment contractors may be required to furnish performance bonds on supply or equipment contracts exceeding $25,000 when the contract calls for substantial progress payments before delivery of end items.

(c) ECOLOGY and RECLAMATION shall not be a party to or be obligated in any manner by contracts entered into between the RECIPIENT and other parties pursuant to this contract.

D. Energy Efficiency and Water Conservation--Equipment and Facilities:

1. All equipment procured and facilities constructed as part of the Project shall comply with applicable requirements of Executive Order 12902, Public Law 102-486, and Code of Federal Regulations 10-CFR-435 and 10-CFR-436. Accordingly, the procurement of said items shall be based upon a life-cycle cost analysis as defined in 10-CFR-436. The purpose of such analysis is to ensure that only cost effective, energy efficient, and water conservative items are purchased. All items associated with buildings shall comply with minimum standards as defined in Public Law 102-486 and 10-CFR-435.

E. Relocation Assistance and Real Property Acquisition:

1. When acquiring title to lands and interests in land and relocating persons or personal property in connection with the Project, the RECIPIENT shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894), with Department of the Interior regulations (49 CFR Part 24), and with relevant State laws and regulations.

F. Failure to Complete Work:

1. (a) In the event that the RECIPIENT fails, for any reason other than the failure of ECOLOGY and RECLAMATION to appropriate and allocate funds, to complete the work to be performed pursuant to this agreement, the RECIPIENT shall, upon written notice from ECOLOGY and RECLAMATION, return to ECOLOGY and RECLAMATION any unexpended, unobligated and unencumbered balances of funds advanced by RECLAMATION. Following delivery of the notice, ECOLOGY and RECLAMATION may adopt either of the following alternatives:

(1) Perform or cause to be performed all or any part of the work remaining to be performed under and within the limits of the funds provided herein by ECOLOGY and RECLAMATION and by the RECIPIENT for the Project, in which event the RECIPIENT shall transfer to ECOLOGY and RECLAMATION custody and use of all equipment, materials and supplies used or useful in the performance of such work; permit ECOLOGY and RECLAMATION, its contractors and its agents, ingress to and egress from the lands, project works and facilities of the RECIPIENT for the performance of such work; and assign to ECOLOGY and RECLAMATION its interest in any contract for the performance of work or the supplying of equipment or material in connection with such work where requested by ECOLOGY and RECLAMATION and agreed to by the other contracting party; or

(2) Declare the Project completed within the provisions of this agreement hereof by giving written notice to the RECIPIENT.

(b) In the event that ECOLOGY and RECLAMATION shall proceed as provided in (a)(1) of this Article, ECOLOGY and RECLAMATION may, at any time and regardless of the progress of work performed thereunder, declare the Project completed by giving written notice thereof to the RECIPIENT, in which event the provisions of (a)(2) of this Article shall apply; Provided, That the grant obligation shall not exceed the limitation specified in this agreement, including all expenditures made pursuant to provisions of (a)(1) of this Article.

G. Title to Project Works:

Title to the works and facilities constructed or rehabilitated pursuant to this agreement shall remain with the RECIPIENT.

H. Use of Conserved Water:

This agreement is for the implementation of conservation measures and water diversions will be reduced upon the completion of the Project. The quantification and dispensation of the conserved water resulting from the implementation of this Project is defined by the diversion reduction agreement which has been mutually executed and adopted by ECOLOGY, RECLAMATION, and the RECIPIENT.

Nothing in this agreement is to be construed as ECOLOGY or RECLAMATION concurrence with past practices which may have resulted in expansion of lands beyond the scope and authority of existing surface and ground water rights and/or which may not be in compliance with such water rights. Nothing herein shall be construed as RECIPIENT'S concurrence that any use of surface or groundwater rights is presently beyond the scope of the RECIPIENT'S existing water rights.

It is further understood that the conserved water will not be used to expand the number of acres irrigated by the RECIPIENT beyond those authorized by existing water rights.

III. SPECIAL PROVISIONS

A. Estimated Cost - Grant - Contribution:

1. (a) The current estimated total cost of the Project is $_____, of which an estimated $_____ is to be a grant provided by ECOLOGY and RECLAMATION, an estimated $_____ is to be provided by a State grant, and approximately $_____ is to be provided by the RECIPIENT as its contribution; Provided, however, That the limit of expenditures by ECOLOGY and RECLAMATION is an amount of money not to exceed whichever is the lesser of the following:

(1) $_____ or

(2) The actual cost of the Project less the RECIPIENT's contribution.

(b) The total of the grant funds to be provided by ECOLOGY and RECLAMATION shall be determined in accordance with the provisions of Section 1203 of Title XII of Pub. L. 103-434.

(c) The actual percentage of the total Project cost to be contributed by the RECIPIENT shall be no less than 17.5 percent of the total Project cost.

(d) The RECIPIENT agrees, subject to the withholding of fund advances by ECOLOGY and RECLAMATION under the default and delinquency provisions of Article III.B.1.(b) that it will not utilize or rely on the portion of the Project financed by ECOLOGY and RECLAMATION hereunder to finance that portion of the cost of the Project which is required to be contributed by the RECIPIENT under the Act (Pub L. 103-434). Use of Project grant funds to finance any portion of the RECIPIENT's contribution shall result in the withholding by ECOLOGY and RECLAMATION, pursuant to Article III.B.1.(a) herein, of any advance of funds by ECOLOGY and RECLAMATION.

B. Advances by RECLAMATION:

1. (a) Subject to the availability and allotment of funds by the Congress and the State legislature, approval by ECOLOGY and RECLAMATION of the plans, designs and specifications, master work schedule, and a detailed work schedule for the initial quarter or any subsequent quarter, and the continuing performance and fulfillment of the terms of this agreement by the RECIPIENT; RECLAMATION will advance to the RECIPIENT each quarter the sums of money shown as the quarterly requirement on the approved detailed work schedule, less any balance of funds available therefor from prior advances. In the event that funds advanced by RECLAMATION are expended prior to the end of the quarter, additional sums may be advanced on the basis of a supplemental detailed work schedule approved in like manner as the first. Each advancement of funds subsequent to the initial advance shall be dependent upon the RECIPIENT's satisfactory performance of prior work, as determined by ECOLOGY and RECLAMATION; but such advance shall not commit ECOLOGY and RECLAMATION to approval of performance of such prior work. ECOLOGY and RECLAMATION, at their election, may withhold any advance of funds contemplated hereunder at any time when, in their opinion, the RECIPIENT is in default or delinquent with respect to performance of any of the terms or conditions of this agreement; or if, in the opinion of ECOLOGY and RECLAMATION, it appears that the RECIPIENT will not be able to complete the work with the funds to be provided by the United States as set forth in Article III.A.1.(a) [Estimated Cost-Grant...].

(b) All funds advanced hereunder by ECOLOGY and RECLAMATION shall be deposited by the RECIPIENT into a special interest-bearing account in a bank which is a member of the Federal Reserve System. Such account shall be maintained until all funds so advanced shall have been expended or returned to RECLAMATION. Interest credited by the depository bank on funds advanced shall be considered as advances to the RECIPIENT by RECLAMATION. No funds advanced hereunder shall be commingled with any other funds of the RECIPIENT.

(c) The RECIPIENT may draw upon said special account as required to finance its performance of the approved detailed work schedules. The

RECIPIENT shall cause the depository bank to furnish to RECLAMATION a monthly bank statement of said account on its commercial form.

C. Costs and Responsibilities of the RECIPIENT:

1. (a) Funds advanced or reimbursed under this agreement shall be limited to such costs and expenses as are reasonably incurred in the exercise of sound engineering, construction and business practices, and may consist of costs for the preparation of designs and specifications, engineers' estimates, legal work, supplies, material, equipment rental, labor, payments under construction contracts, payments to consultants, and actual costs of supervision and administration not to exceed 15 percent of the grant funds provided by ECOLOGY and RECLAMATION, and other costs relating to work items as specified in Article II.A.1.(a) (Schedule of Work), and in the (Scope of Work Grant Appendix A); all as approved by ECOLOGY and RECLAMATION and incurred subsequent to _____. Such funds shall not be used for the RECIPIENT's costs or expenses of acquiring any lands or interests therein or any water rights necessary for the successful construction, operation, and maintenance of the Project; Provided, however, That in the event the RECIPIENT makes an up-front payment approved by RECLAMATION and ECOLOGY, prior to availability of Federal funds, of the actual construction cost of any item or items contained within the proposal, the RECIPIENT may be reimbursed for those expenditures as Federal funds become available and upon approval of ECOLOGY and RECLAMATION; Provided, further, That the RECIPIENT may only be reimbursed for expenditures that exceed the local contribution.

(b) The RECIPIENT now holds or will acquire without cost to ECOLOGY and RECLAMATION, and will provide for purposes of construction and the operation and maintenance of the Project works, all water supplies and rights to the use of water necessary to carry out the Project and to operate and maintain the Project works.

(c) The RECIPIENT now holds, or will acquire without cost to ECOLOGY and RECLAMATION, all Federal, State and local permits necessary for construction, operation, and maintenance of the Project works, including but not limited to permits and licenses issued by the Army Corps of Engineers, State, and RECIPIENT.

(d) The RECIPIENT will comply with such requirements of the Federal Office of Management and Budget Circular No. A-102 as the Secretary may determine to apply to the administration of grant funds provided under the terms of this agreement.

(e) The RECIPIENT will be subject to all procedural requirements and other provisions of the Fish and Wildlife Coordination Act (48 Stat. 401), as amended (16 U.S.C. 661 et seq.), in the planning, construction, and operation of the Project works.

D. Costs of ECOLOGY and RECLAMATION:

1. All costs heretofore or hereafter incurred by ECOLOGY and RECLAMATION in performing and administering this agreement, including but not limited to costs of (i) surveys, investigations and contract or agreement negotiations; (ii) reviewing of RECIPIENT's plans, reports, schedules, designs, specifications and title or interests in lands; (iii) inspecting work performed hereunder; (iv) recording, reviewing and auditing the accounts and records of the RECIPIENT relating to such work; and (v) services or materials furnished by ECOLOGY and RECLAMATION under the terms of this agreement; shall be included in the total cost of the grant agreement. The term "cost" shall be deemed to include, but not be limited to, applicable portions of salaries, travel, per diem, leave of employees, and legal, overhead, and general expense of ECOLOGY and RECLAMATION. Costs incurred by ECOLOGY and RECLAMATION in performing and administering this agreement shall be held to the minimum amount deemed necessary by ECOLOGY and RECLAMATION for protection of the interests of the United States and the State of Washington. After the execution of this agreement and until completion of the work hereunder, ECOLOGY and RECLAMATION shall furnish to the RECIPIENT quarterly reports of all such costs, including accumulated interest during construction.

E. Value Engineering:

1. **(a)** It is the intent and understanding of ECOLOGY and RECLAMATION and the RECIPIENT that all costs incurred by the RECIPIENT in the performance of work under this agreement shall be held to the minimum amount necessary to complete the approved proposal in accordance with sound engineering, construction, and business practices. As a means of encouraging such objectives, certain cost incentives are herein provided by this Article and shall be known as Value Engineering Change Proposals (VECP). Each VECP identified by the RECIPIENT which results in the actual Project cost being less than the current estimated Project cost of $_____ is subject to the provisions of this Article; Provided, That the following conditions are met:

(1) The RECIPIENT notifies ECOLOGY and RECLAMATION, in writing, of the VECP prior to its implementation. Said notification shall include (a) a description of the proposed action, and (b) an itemized and detailed estimate of the anticipated cost savings.

(2) ECOLOGY and RECLAMATION approve the VECP, in writing, prior to its implementation. ECOLOGY and RECLAMATION's approval or disapproval of any VECP submitted in accordance with this Article shall be final and binding on the RECIPIENT.

(b) Actual cost savings realized pursuant to the provisions of this Article, and approved by ECOLOGY and RECLAMATION, shall be shared between the RECIPIENT and ECOLOGY and RECLAMATION with the RECIPIENT receiving credit for 17.5 percent of the reductions, ECOLOGY receiving 17.5 percent of the reductions, and RECLAMATION receiving credit for receiving 65 percent of the reductions; Provided, That such reductions shall be limited to

the actual cost savings realized but shall not exceed the contribution of the RECIPIENT as defined in Subarticle (c) below.

(c) The credit received by the RECIPIENT pursuant to Subarticle (b) above may be used to reduce the amount of the RECIPIENT's contribution; Provided, however, That the amount of the contribution cannot be reduced below the sum of the actual costs incurred by the RECIPIENT in (1) the development of the proposal and the environmental report, and (2) the acquisition of all necessary lands, land rights, and water rights.

F. Construction Accounts:

1. During the performance of the work under this agreement by the RECIPIENT on its own account or by contract, the RECIPIENT shall maintain books of accounts pertaining to such work separate and apart from any other of its books of accounts, and to keep them, and all other books, records, and memoranda which support in any way the entries in such books of accounts, as to be able to furnish readily full information as to any item included in any account, consistent with the General Provisions (Article IV) herein. Each entry shall be supported by such detailed information as will permit a ready identification, analysis, and verification of all of the facts relevant thereto. Any such books and records which support entries to the accounts shall be retained until written permission for their destruction is given by ECOLOGY and RECLAMATION.

G. Construction Audits:

1. ECOLOGY and RECLAMATION, at any time after the date of this agreement, and for a period of 3 years after completion of the Project works, may audit the records and other cost accounts of the RECIPIENT which are to be maintained and be accessible as provided in Article III.F. [Construction Accounts] herein. Any such audit shall be made only after written notice thereof has been delivered to the Contractor by ECOLOGY and RECLAMATION. If the audit discloses payments by ECOLOGY and RECLAMATION for costs which cannot be supported or identified to the work, materials, or other items covered by this agreement, such costs will, at the option of ECOLOGY and RECLAMATION, be either (a) deducted from subsequent advances to the RECIPIENT, or (b) reimbursed to ECOLOGY and RECLAMATION by the RECIPIENT within 60 days after written notice of disqualification of the payments.

H. Grants and Cooperative Agreements Officer's Representative:

See attached signature information page for the names, addresses, and phone numbers of the grant officers for RECLAMATION, ECOLOGY, and the RECIPIENT. Said page also includes the signatures of the responsible officials for RECLAMATION, ECOLOGY, and the RECIPIENT, executing this grant agreement.

IV. GENERAL PROVISIONS

The General Provisions will be included in the agreement but are not included in this plan. They are available at RECLAMATION upon request.

V. APPENDICES

The A) Scope of Work, B) Estimates of Allowable Costs, and C) Relevant Certification Forms appendices will be included in the agreement but are not included in this plan. The Diversion Reduction Agreement may also be included as an appendix.

7-2277 (4-90)
Bureau of Reclamation

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT

1. AGREEMENT NO. (e.g., 1425-7-FC-10-02670)	2. TYPE OF AGREEMENT _X__ Grant __ Cooperative Agreement	3. Requisition No. Not Applicable
4. ISSUED BY CODE: PN-6317 **Pacific Northwest Region** **United States Bureau of Reclamation** **1150 North Curtis Road** **Boise ID 83706-1234**		5. RECIPIENT **(Recipient Name, Address, and Phone Number)**
6. NAME, ADDRESS, AND PHONE NO. OF RECLAMATION ASSISTANCE REPRESENTATIVE **James A. Esget, Program Manager** **Bureau of Reclamation** **PO Box 1749** **Yakima WA 98907** **(509) 575-5848 Ext 267** 6a. NAME, ADDRESS, AND PHONE NO. OF ECOLOGY ASSISTANCE REPRESENTATIVE **Ray Newkirk, PE, Environmental Engineer** **State of Washington Department of Ecology** **PO Box 47600** **Olympia WA 98504-7600** **(360) 407-6630**		7. NAME, ADDRESS, AND PHONE NO. of RECIPIENT's PROJECT MANAGER **(Recipient's Project Manager - Name, Address, and Phone Number)**
8. PROGRAM STATUTORY AUTHORITY Title XII of Pub. L. 103-434 (Yakima River Basin Water Enhancement Project, October 31, 1994)		9. CLASS OF RECIPIENT **(e.g., Irrigation District)**
10. EFFECTIVE DATE **Date of last signature below.**		11. COMPLETION DATE **(e.g., March 30, 1998)**
12. TOTAL AMOUNT OF AGREEMENT **$**_____ AMOUNT OF RECLAMATION FUNDS OBLIGATED **$**_____		13. ACCOUNTING AND APPROPRIATION DATA (e.g., 210-0033-1002-100-00-0-0-1U10000-4120 $75,000) (e.g., 213-1751-93WN-100-00-0-0-1U10000-4120 $75,000) TIN __ (e.g., 91-1751873) __

14. PROJECT TITLE

Implementation of Approved Water Conservation Measures

15. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of

(Recipient Name)

BY _____ _____
SIGNATURE *DATE*

_Typed Name__
__Title__

Telephone No.

16. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the

Bureau of Reclamation

BY _____ _____
SIGNATURE *DATE*

__Typed Name__
Regional Director

Telephone No.

15. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of

State of Washington Department of Ecology

BY _____ _____
SIGNATURE *DATE*

__Typed Name__
__Title__

Telephone No.