

OLAFT FACILITIES USE AGREEMENT

This Agreement, effective upon full execution, is by and between Public Utility District No. 2 of Grant County, Washington (“District”, “Grant PUD”) and Public Utility District No. 1 of Chelan County (“Licensee”, “Chelan PUD”, “Contractor”) and authorized by the Interlocal Cooperation Act, RCW 39.34;

R e c i t a l s :

The District owns and operates an off-ladder adult fish trapping facility (OLAFT) located at Priest Rapids Dam and further described in Appendix “A” (Facilities);

The Licensee would like to utilize the Facilities for steelhead sampling; and

The District is willing to allow Licensee use of the Facilities in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. Authorization and Limitations on Use

A. Use of District Facilities

Subject to the terms and conditions of this Agreement, the District hereby authorizes Licensee to use the Facilities described in Appendix “A” to perform the work specified under the National Marine Fisheries Service Scientific Research/Enhancement Permit Number 18583, Appendix “B” from the third week of June through November 15 each year from 2021 through 2025. The District may request ending work prior to November 15 of each year if the potential exists for early winter weather to damage the facility. During the term of this Agreement, Licensee may access the Facilities between the hours of 6:00AM and 5:00PM, Monday through Sunday.

1. The District will provide:

- a. Tour and tutorial on how to operate the OLAFT.
- b. OLAFT Standard Operating Procedure (SOP).
- c. Internet access, located in the lab adjacent to the OLAFT.
- d. Utilities (water, electricity, lighting, telephone, restroom, and waste disposal). In regards to waste disposal, the District shall provide a dumpster located inside the main gate used to access the OLAFT and south of the roadway; however, Licensee shall be responsible for emptying the trash bins and placing the trash in the dumpster.
- e. A list of emergency contacts (OLAFT Emergency Communication Protocol), which will be provided to Licensee upon execution of this Agreement.
- f. Facilities maintenance such as electrical and mechanical repair, and spider and snake abatement. All requests for maintenance shall be made through the District Representative only unless it’s an emergency, which shall follow the OLAFT Emergency Communication Protocol.

For purposes of technical communication and work coordination only, the District designates Rolland O'Connor as its District Representative.

2. The Licensee shall:
 - a. Ensure that all staff complete and follow the Physical Security and Security and Safety Awareness Training specified in Sections 17 and 18 and provide to the District Representative a list of staff, guests, invitees, or volunteers participating in the project, or work activities.
 - b. Obtain any necessary fish collection and transport permits prior to onset of work activities at the OLAFT and provide a copy of such permits and permit reports to the District Representative. Licensee shall also ensure a hard copy of the permits are kept on site for the duration of this Agreement.
 - c. Provide copies of permit reports and/or work summaries at the end of collection activities to the District Representative, as appropriate.
 - d. Ensure all of their employees and any guests, invitees, or volunteers utilizing the OLAFT are familiar with and follow the District's SOP for the facility.
 - e. Ensure all of their employees and any guests, invitees, or volunteers utilizing the OLAFT are familiar with and follow the District's safety procedures, including the appropriate use of personal protective equipment (i.e. hard hat and safety vest; other equipment as appropriate for the job) in areas outside the immediate OLAFT work area.
 - f. Ensure each guest, invitee, or volunteer signs a Waiver and Release Form (Appendix "D") prior to performing work at the Facilities. The signed waiver(s) shall be provided to the District Representative.
 - g. Follow the daily check-in and check-out procedures.
 - h. Provide all equipment necessary to complete their work activities, which may include, but not be limited to:
 1. Computers;
 2. Water quality meters;
 3. PIT tag detectors;
 4. Fish anesthetic;
 5. Fish tagging material; and
 6. Oxygen tanks.
 - i. Any changes to the approved staff, guests, invitees, or volunteers participating in the project, or work activities must be coordinated and approved by the District Representative at least two weeks in advance. For example, new staff will require Security and Safety Awareness Training and ID badges. Any observers or tour groups will require visitor badges and submission of a Hydro Event Planning Form – security awareness.
 - j. Maintain a clean and orderly work environment. The District does not supply janitorial services for the OLAFT lab or restroom. It shall be the Licensee's responsibility to ensure all trash bins are emptied into the District-provided dumpster.

Except as otherwise provided in this Agreement, the District shall have the right to use the Facilities for any and all purposes. The District reserves the right to inspect and evaluate Licensee's use of the Facilities at any time to ensure compliance with the terms and conditions of the Agreement.

Nothing in this Agreement shall be deemed to grant, convey, create, or vest an interest or estate in land or the District's Facilities in the Licensee, including any fee, leasehold interest, easement, or any franchise rights.

B. Cooperation and Coordination

Top priority use of the OLAFT will be given to the District's regional fishery resource management partners (tribes, resource agencies, other mid-Columbia PUDs) to meet District mitigation and license compliance objectives. Uses by other parties, including use by Licensee, for research, research and development, or other non-District compliance purposes will be evaluated by the District on a case-by-case basis. The District reserves the right to set priorities when conflicts arise between users and refuse access to parties for work outside the scope of mitigation and compliance objectives.

C. Noninterference/Hazardous Materials

Except as expressly authorized by applicable laws or this Agreement, the Licensee covenants and agrees:

1. It shall not interfere in any manner with District operations or other District facilities, including easements and rights-of-way;
2. It shall not do or permit anything to be done in, on or about the Facilities nor bring or keep or permit to be brought or kept therein, any hazardous materials or anything which is prohibited by a standard form of fire insurance policy;
3. It shall not do or permit anything to be done within the Facilities public right-of-way or to permit that which will in any way obstruct or interfere with the rights of any person or entity located within the public right-of-way, or injure them, or use or allow the public right-of-way to be used for any improper or unlawful purpose; and
4. It shall not commit, cause, maintain or permit nor suffer, or allow to be committed, caused, maintained or permitted, any legal waste within the public right-of-way, nor any public or private nuisance, of any other person or entity lawfully using the public right-of-way or the District's Facilities.

D. Unauthorized Access/Breach

Except as provided in this Agreement, the Licensee is prohibited from accessing, directly or indirectly, the Facilities or any part thereof, or any other District facility. Any unauthorized access by the Licensee to or use of the Facilities, or any part thereof, or any other District facility shall constitute a material breach of this Agreement and a default by the Licensee, and, notwithstanding any other provision hereof, the District may terminate this Agreement for cause upon the delivery of written notice of termination to Licensee.

2. Term

- A. This Agreement shall remain in full force and effect until January 30, 2026 or until terminated pursuant to this Section 2. At the end of each season the Licensee shall remove all property and materials belonging to the Licensee no later than November 15.
- B. The District may, at any time, for any reason, terminate this Agreement upon written notice to Licensee.
- C. If Licensee fails to comply with any term, condition, or covenant of this Agreement, the District shall have the right to terminate this Agreement upon written notice to Licensee.

3. Fee

The 2021 annual fee will not exceed \$28,899.78 for use of the OLAFT facility to offset routine operations and maintenance. The annual fee is based on the previous season's actual costs of labor and materials for in-season operations of the Facility. The fee amount will change in future years to match costs of upkeep of the OLAFT facility. The fee amount for each future year shall be determined by the District by March 1 and then shall be added to the Agreement not to exceed total dollar amount through Amendment executed by June 15 of each year. If other parties use the OLAFT in concurrence, a weekly fee based on actual length of the season shall be divided among all parties. For example, if the 2021 season is 20 weeks, a weekly fee of \$1,444.99 would be shared when multiple parties use the Facility. When no other parties are using the Facility, Chelan PUD will be responsible for the full weekly fee. Chelan PUD's total fee amount shall be determined by actual share of use, and agreed to by the Parties within two (2) weeks of conclusion of all activities for the year. The fee shall be due within 30 days after a correct invoice is submitted to Licensee by the District. Future access to the Facilities will be dependent on timely payment of the agreed fee.

Payments made by Chelan PUD shall reference the Agreement No. 260-10872 and be sent to:

Public Utility District No. 2 of Grant County WA
Attn: Accounts Receivable
PO Box 878
Ephrata, WA 98823

4. Modifications, Maintenance, and Repairs

The District reserves the right to schedule and perform modifications, maintenance, and repairs to the Facilities as required during the term of this Agreement. When such work presents a substantial likelihood of interrupting Licensee's use of the Facilities, the District shall provide two weeks advance written notice to Licensee identifying the time, location, and nature of the scheduled work.

In no event shall Licensee make any modifications to the Facilities, any fixtures, building systems, or equipment. If Licensee damages the Facilities, the District shall make the necessary repairs and restorations to the Facilities. Such costs shall be reimbursed by Licensee within 30 days after the District presents an invoice for the repairs.

5. No Warranty

Licensee acknowledges it is familiar with and has investigated the Facilities. Licensee acknowledges and agrees that it is relying solely on its inspection and investigation of the Facilities, and accepts the Facilities “as is, where is” in its present condition and as it exists with no warranties of any kind, express or implied, either oral or written, made by the District or any employee, agent, or representative of the District with respect to the physical condition of the Facilities. Licensee shall have determined prior to entry into this Agreement that the Facilities can be used for Licensee’s intended purposes. Licensee acknowledges and agrees that neither the District, nor any District employee, agent, or representative, have made, and does not make, any representations or warranties of any kind or character whatsoever, whether express or implied, with respect to the suitability for commercial purposes, merchantability, potential use of the Facilities, fitness for a particular purpose, or non-interruptability of the Facilities, all of which warranties the District hereby expressly disclaims.

6. Amendments

This Agreement, upon execution by both parties hereto, can be amended only in writing and signed by both parties. Such amendments shall be executed using the Amendment form attached hereto as Appendix “E”. All terms and conditions contained in this Agreement shall be applicable to Amendment work.

7. Hold Harmless and Indemnification

Licensee shall, at its sole expense, indemnify, defend, save, and hold harmless the District, its officers, agents, and employees from all actual or potential claims or losses, including costs and legal fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever, including the District, to the extent caused by any negligent act of or omission of the Licensee, its guests, invitees, volunteers, or its subcontractors, excluding damages caused by the negligence of the District, in the administration or performance of this Agreement or any subcontracts, and for which either of the parties, their officers, agents, guests, invitees, volunteers, or employees may or shall be liable. In situations where liability for damages arises from claims of bodily injury to persons or damage to property, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee, its guests, invitees, volunteers, or its subcontractors. Licensee waives its immunity under industrial insurance, Title 51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement. Licensee’s indemnification obligation shall not apply to liability for damages arising out of bodily injury to a person or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or omission on the part of the Licensee. In the event of damages to a person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the Licensee or its agents or employees, guests, invitees, or volunteers, the Licensee’s indemnity obligation shall apply only to the extent of the Licensee’s (including that of its agents and employees) negligence.

Licensee acknowledges that by entering into this Contract with the District, it has mutually negotiated the above indemnity provision with the District. Licensee’s indemnity and defense obligations shall survive the termination or completion of the Contract and shall remain in full force and effect until satisfied in full.

8. Limitation of Liability

- A. The District shall not be liable to Licensee for any damages of any type, including but not limited to direct, consequential, incidental, liquidated, or special damages or lost revenue or lost profits arising out of this Agreement or the performance or nonperformance of any provision of this Agreement.
- B. The District's total liability to the Licensee for any claims or demands arising out of or related to this Agreement shall not exceed the amounts paid by Licensee pursuant to this Agreement.

9. Insurance

- A. Prior to the commencement of any work under this Agreement, and at all times during the term of this Agreement, Licensee shall obtain and maintain continuously, at its own expense, a policy or policies of insurance with insurance companies rated A- VII or better by A. M. Best, as enumerated below. Any significant deductible, self-insured retention or coverage via captive must be disclosed and is subject to approval by the District's Risk Manager. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Licensee and not recoverable under any part of this Contract. In lieu of commercial insurance, the Licensee will maintain a self-insurance program providing equivalent coverage required under this Agreement.

B. Licensee Required Insurance

- 1. **General Liability Insurance:** Commercial general liability insurance, covering all operations by or on behalf of Licensee and its guests, invitees, or volunteers against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:
 - a. Premises and Operations;
 - b. Products and Completed Operations;
 - c. Contractual Liability;
 - d. Personal Injury Liability (with deletion of the exclusion for liability assumed under Contract);
 - e. Such insurance shall not exclude coverage for action-over liability claims;

with the following **minimum limits:**

- f. \$1,000,000 Each Occurrence
- g. \$1,000,000 Personal Injury Liability
- h. \$2,000,000 General Aggregate (per project)
- i. \$2,000,000 Products and Completed Operations Aggregate

Commercial general liability insurance will include the District as additional insured on a primary and non-contributory basis for ongoing operations. A waiver of subrogation will apply in favor of the District.

- 2. **Workers' Compensation and Stop Gap Employers Liability:** Workers' Compensation Insurance as required by law for all employees. Employer's

Liability Insurance, including Occupational Disease coverage, in the amount of **\$1,000,000 for Each Accident, Each Employee, and Policy Limit**. The Licensee expressly agrees to comply with all provisions of the Workers' Compensation Laws of the states or countries where the work is being performed, including the provisions of Title 51 of the Revised Code of Washington for all work occurring in the State of Washington.

If there is an exposure of injury or illness under the U.S. Longshore and Harbor Workers (USL&H) Act, Jones Act, or under U.S. laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Such coverage shall include USL&H and/or Maritime Employer's Liability (MEL).

3. **Automobile Liability Insurance:** Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned, rented, leased, non-owned, and hired vehicles used in the performance of the work, with a **minimum limit of \$1,000,000 per accident** for bodily injury and property damage combined and containing appropriate uninsured motorist and No-Fault insurance provision, when applicable.

Automobile liability insurance will include the District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

- B. Evidence of Insurance - Prior to performing any services, and within 10 days after receipt of the Contract Award, the Licensee shall file with the District a Certificate of Insurance showing the Insuring Companies, policy numbers, effective dates, limits of liability and deductibles with a copy of the endorsement naming the District as an Additional Insured for each policy where indicated in Section A. If the Licensee chooses to self-insure any or all of the coverages required by this Section 9 and such self-insurance shall satisfy any or all of the required insurance coverages of this Agreement, the Licensee shall provide proof of coverage.

Failure of the District to demand such certificate or other evidence of compliance with these insurance requirements or failure of the District to identify a deficiency from the provided evidence shall not be construed as a waiver of the Licensee's obligation to maintain such insurance. Acceptance by the District of any certificate or other evidence of compliance does not constitute approval or agreement by the District that the insurance requirements have been met or that the policies shown in the certificates or other evidence are in compliance with the requirements.

The District shall have the right but not the obligation of prohibiting the Licensee or Subcontractor from entering the project site until such certificates or other evidence of insurance has been provided in full compliance with these requirements. If the Licensee fails to maintain insurance as set forth above, the District may purchase such insurance at the Licensee's expense. The Licensee's failure to maintain the required insurance may result in termination of this Contract at the District's option.

- C. Subcontractors - Licensee shall ensure that each Subcontractor meets the applicable insurance requirements and specifications of this Agreement. All coverage for Subcontractors shall be subject to all the requirements stated herein and applicable to their

profession. Licensee shall furnish the District with copies of certificates of insurance evidencing coverage for each Subcontractor upon request.

- D. Cancellation of Insurance - The Licensee shall not cause any insurance policy to be canceled or permit any policy to lapse. Insurance companies or Licensee shall provide 30 days advance written notice to the District for cancellation or any material change in coverage or condition, and 10 days' advance written notice for cancellation due to non-payment. Should the Licensee receive any notice of cancellation or notice of nonrenewal from its insurer(s), Licensee shall provide immediate notice to the District no later than two days following receipt of such notice from the insurer. Notice to the District shall be delivered by or email.

10. Assignment

Licensee may not assign this Agreement, in whole or in part, voluntarily or by operation of law, unless approved in writing by the District.

11. Nondisclosure

Licensee agrees that it will not divulge to third parties, without the written consent of the District, any information obtained from or through District in connection with the performance of this Contract. Licensee further agrees that it will not, without the prior written consent of District, disclose to any third party any information developed or obtained by the Licensee in the performance of this Agreement and, if requested by District, to require its employees, guests, invitees, volunteers, and subcontractors, if any, to execute a nondisclosure agreement prior to performing any services under this Agreement. Nothing in this section shall apply to:

- A. Information which is already in the Licensee's possession not subject to any existing confidentiality provisions,
- B. Information which, at the time of disclosure, is in the public domain by having been printed and published and available to the public libraries or other public places where such data is usually collected, and
- C. Information required to be disclosed by court order or by an agency with appropriate jurisdiction.

The District encourages researchers to publish results; however, the District's written consent is required prior to the Licensee's use of any pictures of District property or documentation which identifies the District, which consent may be withheld in the District's sole and absolute discretion. Nothing herein shall grant to Licensee any interests in or rights to use the District's name, logo, or trademarks without the District's prior written consent, which consent may be withheld in the District's sole and absolute discretion.

12. Public Records Act

The District is subject to the disclosure obligations of the Washington Public Records Act of RCW 42.56. The Licensee expressly acknowledges and agrees that any information Licensee submits is subject to public disclosure pursuant to the Public Records Act or other applicable law and the District may disclose Licensee's information at its sole discretion in accordance with its obligations under applicable law.

13. Applicable Law

Licensee shall comply with all applicable federal, state and local laws and regulations including amendments and changes as they occur. All written instruments, agreements, specifications and other writing of whatsoever nature which relate to or are a part of this Agreement shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington. The rights and obligations of the District and Licensee shall be governed by the laws of the State of Washington. Venue of any action filed to enforce or interpret the provisions of this Agreement shall be exclusively in the Superior Court, County of Grant, State of Washington or the Federal District Court for the Eastern District of Washington at the District's sole option. In the event of litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees in addition to any other relief allowed.

14. Notices

Any notice or other communication under this Contract given by either party shall be sent via email to the email address listed below, or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below and shall be deemed served when received and not mailed. Either party may from time to time change such address by giving the other party notice of such change.

District	Licensee
Public Utility District No. 2 of Grant County, Washington Attn: Rolland O'Connor PO Box D4 14352 Highway 243 S Building 6 Beverly, WA 99321 (509) 754-5088 Ext. 2976 Roconnor@gcpud.org	Public Utility District No. 1 of Chelan County, Washington Attn: Catherine Willard PO Box 1231 Wenatchee, WA 98807-1231 (509) 661-4179 Catherine.Willard@chelanpud.org

15. Non-Waiver

No waiver of any provision of this Agreement, or any rights or obligations of either Party under this Agreement, shall be effective, except pursuant to a written instrument signed by the Party or Parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. The failure of either Party to require the performance of any term of this Agreement or the waiver of either Party of any breach under this Agreement shall not operate or be construed as a waiver of any other provision hereof, nor shall it be construed as a waiver of any subsequent breach by the other Party hereto.

16. Force Majeure

Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

17. Physical Security

It shall be the responsibility of the Licensee to ensure that its employees and those of its Subcontractors, guests, invitees, or volunteers participating in the project are informed of and abide by the District's Contractor Security Plan Information, a copy of which shall be provided to the Licensee at the pre-work conference or prior to beginning work. Without limiting the foregoing, Licensee and its employees shall be required to:

- A. Keep all external gates and doors locked at all times and interior doors as directed.
- B. Visibly display ID badges on their person at all times.
- C. Stay out of unauthorized areas or in authorized areas outside of authorized work hours, without express authorization from the District.
- D. Provide proper notification to the appropriate parties, and sign in and out upon entry and exit to secured locations. If unsure of who to notify, Licensee shall contact the District Representative.
- E. Immediately report any lost or missing access device to the District Representative. A minimum charge will be assessed to the Licensee in the amount of \$50.00 per badge and the fee for lost or non-returned keys may include the cost to re-key the plant facilities. The Licensee is strictly prohibited from making copies of keys.
- F. Not permit 'tagging on' through any controlled access point (i.e. person(s), authorized or unauthorized, following an authorized person through an entry point without individual use of their issued ID badge or key).
- G. Return all District property, including but not limited to keys and badges, to the District Representative within five business days when an individual's access to the facility is no longer needed.

The Licensee and any Subcontractors shall comply with the safety requirements of these Contract Documents including the Contractor Safety Requirements (Appendix "C") and all District policies pertaining to COVID-19 located at <https://www.grantpud.org/for-contractors>.

The District reserves the right to require Licensee to conduct criminal background checks on its employee(s) and guests, invitees, or volunteers before granting such individuals access to restricted areas of District facilities or Confidential Information. Criminal background checks may be conducted in such depth as the District reasonably determines to be necessary or appropriate for the type of access to be granted. The cost of such background checks shall be borne by the Licensee.

18. Security, Safety Awareness Training, and Dam Safety Awareness Training

Prior to receiving access to any District facilities, Licensee, Licensee's employees, guests, invitees, or volunteers, Subcontractors and Subcontractor's employees, material suppliers and material supplier's employees, or any person who will be engaged in the work under this Contract that requires access to District facilities, shall be required to take and pass the District's Security and Safety Awareness training before being issued a security access badge to access District facilities. Under no circumstances will the failure of any Licensee, guest, invitee, volunteer, or Subcontractor

employee to pass the required training, be grounds for any claim for delay or additional compensation.

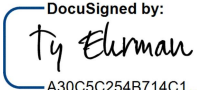
The Security and Safety Awareness training manual is available in three formats: CD, on-line, or hard copy, and includes step by step instructions for all formats to complete the training. The Security and Safety Awareness training manual shall be issued to the Licensee at the pre-work conference (if any). If a pre-work conference is not held for any reason, the District shall provide the Security and Safety Awareness training manual to the Licensee upon execution of this Agreement. Licensee shall ensure that its employees, guests, invitees, volunteers, Subcontractors, and Subcontractor’s employees have completed, passed and printed the certificate of completion for the training in a timely manner to avoid any delay in execution of the work. All such certificates shall be submitted to the District Representative before any security access badges will be issued.


Dam Safety Awareness Training is required for Contractors who are performing work in and around Priest Rapids and Wanapum Dams and are badged. The training is available online only and is a 20-30 minute training. Contractor shall ensure that its employees, Subcontractors and Subcontractor’s employees have completed, passed and printed the certificate of completion for the training in a timely manner to avoid any delay in execution of the work. All such certificates shall be submitted to the District Representative before any security access badges will be issued.

IN WITNESS WHEREOF, the Licensee and the District have executed this Agreement each by its proper respective officers and officials thereunto duly authorized the day and year first above written.

Public Utility District No. 2
of Grant County, Washington

Public Utility District No. 1
of Chelan County, Washington

By: 
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By: 
FC55649174F748F...

Name: Ty Ehrman

Name: Catherine willard

Title: Managing Director, Power Production

Title: Senior Fisheries Biologist

Date: 4/21/2021

Date: 4/22/2021

APPENDIX "A"
FACILITIES

Priest Rapids Dam Left Bank - Facilities includes main left bank entrance gate, visitor lobby, parking lot, OLAFT, and adjacent lab.



APPENDIX "B"
PERMIT
(Attached as a separate file)

National Marine Fisheries Service
Section 10(a)(1)(A) Permit For Take of Endangered/Threatened Species
Permit Number 18583
Permit Type: Scientific Research/Enhancement
Program Name: Operation, monitoring, and evaluation of the Wenatchee River summer steelhead
hatchery program.
Expiration Date: December 31, 2027

APPENDIX "C"
CONTRACTOR SAFETY REQUIREMENTS

CS-1. PURPOSE

To the extent applicable, the Contractor shall ensure that all workers, sub-consultants, subcontractors, and suppliers comply with these requirements. In fulfilling these requirements, the Contractor shall also comply with material and equipment manufacturer instructions, and safety and health requirements where applicable. If there are conflicts between any of the requirements referenced in the Contract Documents, the more stringent requirement shall prevail.

CS-2. GENERAL

- A. Initial/Warning Notice: Any District employee may notify the Contractor of any safety or health concern. The notice may be delivered verbally to any Contractor employee or subcontractor and the District employee shall notify the District Representative of the Notice. Written notification may be provided to the Contractor at the discretion of the District Representative. The notice shall have the same effect on the Contractor regardless of format or recipient. The Contractor shall take immediate action to mitigate the safety and health concerns identified in the District's notice.
- B. Stop Work Order: District employees also have the authority to immediately stop a work activity without issuing the Initial/Warning Notice. The District employee will immediately notify the District Representative of the Stop Work Order. The District Representative may direct the Contractor to stop work due to safety and health concerns. The Stop Work Order may cover all work on the Contract or only a portion of the work. After the District issues a Stop Work Order, the Contractor shall meet with District Representatives (as determined by the District Representative) to present a written statement outlining specific changes and/or measures the Contractor will make to work procedures and/or conditions to improve safety and health. A Stop Work Order can be rescinded only with the written approval of the District Representative.
1. The Contractor shall not be entitled to any adjustment of the Contract price or schedule when the District stops a work activity due to safety and health concerns that occurred under the Contractor's, Subcontractor's, or supplier's control.
 2. The District's conduct does not alter or waive the Contractor's safety and health obligations.
 3. Contractor shall provide an onsite Safety Professional as directed by the District Representative based upon number and/or severity of identified safety infractions.
 4. Non-compliance with safety requirements could lead to termination of the contract in accordance with Section 2.
- C. The Contractor shall maintain an accurate record of, and shall immediately report to the District Representative all cases of near miss or recordable injury as defined by OSHA, damage to District or public property, or occupational diseases arising from, or incident to, performance of work under this Contract.
1. The record and report shall include where the incident occurred, the date of the incident, a brief description of what occurred, and a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made, and the status of these items. A written report shall be delivered to the District Representative within five business days of any such incident or occurrence.

2. In the event of a serious incident, injury or fatality the immediate group shall stop work. The Contractor/subcontractor shall secure the scene from change until released by the authority having jurisdiction. The Contractor shall collect statements of the crew/witnesses as soon as practical. The District reserves the right to perform an incident investigation in parallel with the Contractor. The Contractor, subcontractor, and their workers shall fully cooperate with the District in this investigation.
 3. All cases of death, serious incidents, injuries or other incidents, as determined by the District Representative, shall be investigated by the Contractor to identify all causes and to recommend hazard control measures. A written report of the investigation shall be delivered to the District Representative within 30 calendar days of any such incident or occurrence.
 4. For situations that meet the reporting requirements of WAC 296-800, the Contractor shall self-report and notify the District Representative. The District Representative shall notify the District's Safety personnel.
- D. The Contractor/subcontractor shall conduct and document job briefings each morning with safety as an integral part of the briefing. The Contractor/Subcontractor shall provide an equivalent job briefing to personnel and/or visitors entering the job site after the original job briefing has been completed. Immediately upon request, the Contractor shall provide copies of the daily job briefing and any other safety meeting notes to the District Representative. The notes, at a minimum, shall include date, time, topics, and attendees and shall be retained by the Contractor for the three years after completion of all work.
- E. Job Site Reviews Performed by the District: The Contractor Site Representative or other lead personnel, if requested by the District, shall be required to participate in District job briefs and/or District job site reviews that pertain to the work being performed by the District that may impact the Contractor's work.
- F. Job Site Reviews Performed by Contractor: Each Contractor and Subcontractor shall perform and document weekly safety reviews of their work area(s) by a competent person as defined by WAC 296-62-020. Immediately upon request, the Contractor shall provide a copy of the documented job site review to the District Representative. Contractor and Subcontractor supervisors/foremen shall take immediate action to correct violations, unsafe practices, and unsafe conditions. The Contractor and Subcontractor shall be solely responsible to review and monitor the work area or location of all their employees during the performance of work.
- G. Site Specific Safety Plan (SSSP): The Contractor shall prepare, implement, and enforce a SSSP for all work included in this Contract. The SSSP shall be delivered to and accepted by the District Representative prior to the start of any on-site work.
1. The SSSP shall, at a minimum, identify and provide mitigation measures for any recognized hazards or conditions. Site and adjacent conditions shall be considered. All significant hazards, including unusual or unique hazards or conditions specific to the Contract work shall be identified and mitigated. The Contractor shall provide a clear delegation of authority for the work site(s). The Contractor shall identify, locate, and provide direction to the nearest emergency medical facilities. This shall include telephone numbers for emergency services in the area.
 2. The Contractor shall make available to all workers at the site(s) the SSSP and ensure that all workers are familiar with the content and requirements of the SSSP. Any subcontractors shall adhere to the Contractor's SSSP.

3. Any emergent hazards not identified in the SSSP shall require a Job Hazard Analysis prior to starting work on the associated job.
- H. Emergencies: If an emergency situation is created or observed by the Contractor, the District's Dispatch Center should be contacted immediately. To contact the Dispatch Center from:
1. A District telephone, dial ext. 2237 or 2238.
 2. An outside telephone line, dial 1-800-216-5226.

The Dispatch Center is manned 24 hours per day.

APPENDIX "D"
WAIVER AND RELEASE FORM

I, _____ [print name] ("Participant"), acknowledge that I have voluntarily applied to participate in _____ at the Priest Rapids Dam Off-Ladder Adult Fish Trapping facility ("OLAFT") owned by Public Utility District No. 2 of Grant County, Washington ("Grant PUD").

I understand that the activities of collecting steelhead, and all other hazards and exposures connected with related activities, involve risk of harm. I am aware of the risks and dangers inherent with those activities, and I knowingly and willingly assume the risk of injury, including injury that might result from working in or around the OLAFT, as well as the immediate areas at Priest Rapids Dam, whether obvious or not obvious.

I agree that any bodily injury, death, or loss of personal property and expenses as a result of my negligence in any scheduled or unscheduled activities is my responsibility. I also state and acknowledge that the activities associated with collecting steelhead, and working in the outdoors involve risks including hypothermia, heat exhaustion and falling.

I understand that accidents or illness can occur in remote places without medical facilities, physicians, or surgeons, and may be aggravated by exposure to temperature extremes or inclement weather. In consideration of the right to participate in activities organized by Grant PUD, and any other related activities, I agree and state that I am fully capable of participating in those activities, I am in excellent health with no known physical handicaps that might hinder my full participation in those activities, and I am fully capable of handling the hazards of traffic, weather conditions, walking, and all and any similar conditions associated with the activities scheduled by Grant PUD and related activities.

As lawful consideration for being permitted by Grant PUD to participate in the activities scheduled and associated with collecting steelhead, I release from any legal liability Grant PUD and all of its officers, members, agents, and employees for any and all injury or death caused by or resulting from my participation in the activities provided by Grant PUD, whether or not such injury or death was caused by or resulting from their negligence or any other cause.

I further agree not to sue, claim against, attach the property of, or prosecute Grant PUD or any of its officers, members, agents, and employees for any injury or death caused by or resulting from my participation in the activities provided by Grant PUD, whether or not such injury or death was caused by or resulting from their negligence or any other cause.

I agree to defend, indemnify, and hold harmless Grant PUD and all of its officers, members, agents, and employees for any injury or death caused by or resulting from my participation in the activities provided by Grant PUD, whether or not such injury or death was caused by or resulting from their negligence or any other cause.

This contract shall be legally binding on me, my estate, heirs, assigns, legal guardians, and personal representatives.

I have carefully read the above and fully understand its contents. I am aware that I am releasing certain legal rights that I may have, and I enter into this contract of my own free will.

Waiver and Release Form
Page 2

Contract Documents 260-10872
Chelan PUD No. 1 Agreement No. 21

Participant Signature: _____

Print Name: _____

Date: _____

APPENDIX "E"
AMENDMENT
NO.

Pursuant to Section 6, the following changes are hereby incorporated into this Agreement:

- A. Description of Change: Increase/decrease the Agreement Price and extend the Agreement completion date.
- B. Time of Completion: The revised completion date shall be _____.
OR
The completion date shall remain _____.
- C. Agreement Price Adjustment: As a result of this Amendment, the not to exceed Agreement Price shall remain unchanged be increased/decreased by the sum of _____ excluding applicable sales tax. This Amendment shall not provide any basis for any other payments to or claims by the Licensee as a result of or arising out of the performance of the work described herein. The new total revised maximum Agreement Price is _____, including applicable sales tax and changes incorporated by this Amendment.
- D. Except as specifically provided herein, all other Agreement terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

[Counterparty TitleLinked1]

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____

**NATIONAL MARINE FISHERIES SERVICE
SECTION 10(a)(1)(A) PERMIT FOR TAKE OF
ENDANGERED/THREATENED SPECIES**

Permit Number: 18583

Permit Type: Scientific Research/Enhancement

Program Name: Operation, monitoring, and evaluation of the Wenatchee River summer steelhead hatchery program

Expiration Date: December 31, 2027

Joint Permit Holders:

Washington Department of Fish and Wildlife
600 Capitol Way N
Olympia, WA 98501-1091

Contact:

Jim Unsworth, Director
Phone: (360) 902-2200
Fax: (360) 902-2947

Public Utility District No. 1 of
Chelan County
327 N. Wenatchee Ave.
Wenatchee, WA 98801

Alene Underwood, Fish and Wildlife Manager
District Services
Phone: (509) 661-4364
Fax: (509) 661-8108

Authorized Agent

Yakama Nation, Fisheries Resource Management
P.O. Box 151
Toppenish, WA 98948

Contact

Steve Parker, Technical Services Coordinator
Phone: (509) 865-6262
Fax: (509) 865-6293

Authorization

The Washington Department of Fish and Wildlife (WDFW) and the Public Utility District No. 1 of Chelan County (Chelan PUD), and the Confederated Tribes and Bands of the Yakama Indian Nation (YN), as an agent, are hereby authorized to take threatened upper Columbia River (UCR) steelhead (*Oncorhynchus mykiss*) to conduct artificial propagation and scientific investigation of the UCR Steelhead Distinct Population Segment (DPS). These activities are, as described in the joint application and subsequent addenda, submitted to the National Marine Fisheries Service (NMFS) for consideration under section 10(a)(1)(A) of the Endangered Species Act (ESA). Related materials include the *Anadromous Fish Agreement and Habitat Conservation Plan Rocky Reach Hydroelectric Project FERC License No. 2145* (CPUD 2002b) and the *Anadromous Fish Agreement and Habitat Conservation Plan Rock Island Hydroelectric Project FERC License No. 943* with Chelan PUD for the operations of Rocky Reach and Rock Island Dams (CPUD 2002a). Conduct of artificial propagation and scientific investigations described in this application is subject to the provisions of section 10(a)(1)(A) of the ESA of 1973 (16 U.S.C. §§ 1531-1543), NMFS' regulations governing ESA-listed species permits (50 CFR Parts 222-226), and the conditions hereinafter set forth.

Permit Description

This permit authorizes the WDFW and the Chelan PUD, hereafter referred to as Permit Holders, and the YN as an agent, to take ESA-listed adult and juvenile, threatened, naturally produced and artificially propagated, steelhead in the course of operating the Wenatchee River summer steelhead hatchery program. The hatchery program is authorized to take endangered and threatened species to enhance the propagation or survival of the species and for scientific purposes. Incidental take of UCR endangered spring Chinook salmon is addressed in the corresponding section 7(a)(2) consultation (NMFS 2015).

This steelhead program will be operated continuously from the date of this permit through December 31, 2027.

Description of Proposed Hatchery Program

This hatchery program is part of the Rocky Reach and Rock Island Habitat Conservation Plans (HCPs), Anadromous Fish Agreement, and Hatchery Compensation Plans, which are funded by Chelan PUD and operated by WDFW. The purpose of the HCPs, in addition to the HCPs' Tributary Conservation and Passage Survival plans, are to replace losses of steelhead caused by unavoidable project mortality at the Rocky Reach and Rock Island hydroelectric projects and to rebuild natural populations.

The United States Fish and Wildlife Service (USFWS), NMFS, the Confederated Tribes of the Colville Reservation (CCT), the YN, WDFW and Chelan PUD comprise the HCP Hatchery Committee (HC), which oversees the implementation of this hatchery program. The HC acts through regularly scheduled meetings and by unanimous vote. In addition to specific requirements in the HCPs, this hatchery program must comply with the provisions of section 10(a)(1)(A) of the ESA of 1973 (16 U.S.C. §§ 1531-1543), with NMFS regulations governing ESA-listed species permits (50 CFR Parts 222-226), and with the conditions hereinafter set forth.

The Permit Holders propose to use the Wenatchee River summer steelhead hatchery program to reduce demographic risk and to enhance and conserve the Wenatchee steelhead population. The operation of this hatchery program reflects the tradeoff between short term extinction risk posed by abundance-based and demographic factors that exist in the absence of a supportive breeding hatchery program versus risks a program like this may pose to natural population productivity and diversity. In NMFS' opinion, a hatchery program can only "enhance" a population when the natural population is better off with the hatchery program than without it (i.e., benefits to the natural population out-weigh the risks). More specifically, a hatchery program that causes intentional and incidental take of listed species must provide a clear benefit to conservation and survival of the species to justify the take incurred, not only during short term production activities, but also take related to interactions between hatchery and natural-origin fish subsequent to release.

The Wenatchee River summer steelhead program was conceived out of recognition that UCR steelhead were confronting significant short term abundance and demographic risks in the absence of a supportive breeding program. In writing the section 10 application for the present permit, State, Federal, and Tribal fisheries managers (WDFW, USFWS, CCT, and YN) agreed

that the risks associated with the Wenatchee River summer steelhead hatchery program were outweighed by the benefits of the program to the DPS. Specifically, continuation of the hatchery program, as authorized in this permit, reflects the ongoing need to increase the abundance and demographic stability of the Wenatchee steelhead population. However, meeting short-term abundance and demographic goals must be tempered with the equally important objectives of increasing the productivity and diversity of the natural population. To ensure the Permit Holders' program addresses abundance, productivity, spatial structure, and diversity goals for the Wenatchee River steelhead natural population, meets the requirements of section 10(a)(1)(A) of the ESA, and is consistent with the HCPs, hatchery operations will be adaptively managed, pursuant to the framework established in the HCPs, and on the basis of an extensive monitoring and evaluation plan, and the terms and conditions described in this permit.

As joint Permit Holders, Chelan PUD and WDFW have distinct roles and responsibilities for implementing the permit. Chelan PUD has an independent responsibility to meet hatchery compensation obligations described in the HCPs. WDFW has independent responsibility and authority to conduct activities necessary to manage fisheries resources of the State of Washington. This permit is organized in a manner that clearly delineates the specific roles and responsibilities of each Permit Holder according to their respective obligations and authorities. However, the failure of one Permit Holder to satisfy their conditions may result in the loss of take authorization for all Permit Holders. Under these circumstances, NMFS urges effective collaboration between Permit Holders in carrying out the authorized activities.

In accordance with their respective obligations and authorities, the specific roles and responsibilities of Chelan PUD and WDFW in conducting permit activities are:

The Chelan PUD shall:

- Provide and maintain hatchery capacity for the Wenatchee River summer steelhead hatchery program;
- Fund hatchery operations related to spawning, incubation, and early rearing activities at Eastbank Hatchery or at other locations approved by the HC;
- Fund hatchery operations related to rearing and acclimation at the Eastbank Hatchery, Chiwawa Acclimation Facility, Blackbird Island Pond, or other locations approved by the HC;
- Fund or conduct hatchery monitoring and evaluation under Section 8 of the Rock Island and Rocky Reach HCPs; and
- Fund broodstock collection and maintenance at the Tumwater and Dryden Trapping Facilities, including staff necessary to conduct broodstock collection

The WDFW shall:

- Remove hatchery steelhead from the Wenatchee River to achieve Proportionate Natural Influence (PNI) as described in Section 1.8.2 of the Wenatchee steelhead HGMP (CPUD and WDFW 2009), as supplemented by CPUD (Miller 2012) and the WDFW Steelhead Adult Management Plan (WDFW 2014);
- Develop, coordinate, and implement adult management plans and activities in collaboration with co-managers.

- Implement radio tagging at Priest Rapids Dam. WDFW may sample and radio tag or use some other active transmitting tag to: (1) determine upriver population size; (2) estimate hatchery to natural fish ratios; (3) determine age class contribution; and (4) evaluate the need for managing returning hatchery steelhead consistent with ESA recovery objectives, which would include fully seeding spawning habitat with naturally produced UCR steelhead supplemented with artificially propagated steelhead.

Wenatchee River steelhead hatchery and broodstock collection activities, monitoring and evaluation, and adult management activities authorized under this permit include:

- The collection, holding, handling, and sampling of adequate numbers of adults needed to acquire Wenatchee River steelhead broodstock at Dryden Dam and Tumwater Dam;
- The holding and artificial spawning of collected adults at the Eastbank Hatchery;
- The incubation and propagation from the fertilized egg through the fingerling, pre-smolt, or smolt life stage at the Eastbank and Chelan facilities;
- The release of juvenile summer steelhead into the Wenatchee River subbasin, including from any acclimation sites in the Wenatchee River basin as approved by the HC;
- The removal of hatchery-origin summer steelhead, prior to natural spawning, at dams and established weir sites, and through the promulgation of fisheries; and
- The monitoring and evaluation of the hatchery program in the natural environment through activities such as spawning and carcass surveys, biological sampling of adult and juvenile fish, rotary smolt trap operation, and surveys of juvenile rearing, precocious maturation, and residualism.

NMFS' approval of this permit includes authorization of the incidental take of UCR spring Chinook salmon addressed in the corresponding section 7(a)(2) consultation (NMFS 2015).

NMFS has coordinated with the USFWS for incidental take of bull trout or other listed species during the same activities. For previous hatchery operations, incidental take was authorized under the USFWS biological opinions relevant to HCP hatchery activities, and specifically to the hatchery program as it relates to the Hydroelectric Project licenses (USFWS 2004; USFWS 2008). In addition, the USFWS and WDFW have a section 6 cooperative agreement renewed annually that includes incidental take of bull trout; some HCP-related hatchery actions are authorized separately under this section 6 agreement. For this permit, the USFWS conducted a corresponding section 7(a) consultation that included consideration of incidental take of listed bull trout during Wenatchee Basin hatchery program implementation for spring and summer Chinook, and steelhead (USFWS 2017).

For fisheries, NMFS recognizes the USFWS 4(d) Special Rule, which exempts bull trout take in a fishery (1) in accordance with applicable state fish and wildlife conservation laws and regulations; and (2) as constituted in all respects relevant to protection of bull trout in effect on November 1, 1999 (64 FR 58929, November 1, 1999).

Annual Process

The Habitat Conservation Plan Hatchery Committee (HCP HC) meets on a monthly basis, or as needed, to discuss issues regarding UCR hatchery programs and fish passage facilities. NMFS participates in the HCP HC and notifies parties, in writing, if concerns arise and what steps to be taken to address those concerns. When NMFS authorizes a hatchery program under section 7(a)(2) of the ESA and issues a permit under section 10(a)(1)(A), required reports listed under the terms and conditions of the biological opinion and permit are submitted to NMFS on an annual basis. The Permit Holders will prepare the draft broodstock collection protocols for review by the HC.

Following the HC review and revision, the final broodstock collection protocols will be subject to HC approval and will be submitted to NMFS by April 15 of each year. Participation in the development, submission, and approval of the annual broodstock collection protocols within the Committees by the NMFS HC representatives will constitute NMFS acceptance and approval of the annual broodstock collection protocols. Any deviations in the Wenatchee summer steelhead program from what is currently authorized under the ESA would undergo discussion and review. Any significant changes to the hatchery program that result in effects not evaluated in the biological opinion for this permit would be not implemented without prior approval, in writing, from NMFS.

This Permit provides for on-going, active adaptive management pursuant to the terms of the HCPs. Adjustments to the program may be made by the HCP HC, provided they are made within the constraints of this permit and subject to the provisions of section 10(a)(1)(A) of the Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1543), NMFS regulations governing ESA-listed species permits (50 CFR Parts 222-226), and the conditions hereinafter set forth. Such program adjustments do not require modification of the Permit, provided, that any adjustment will not result in a level of direct or incidental take in excess of that otherwise allowed by this Permit.

Take Description and Levels

This permit authorizes the take of ESA-listed species, but only as outlined below. Throughout this permit, the term “Permit Holders” refers to the two Permit Holders and the term “Authorized Agent” refers to any employee, contractor, or agent of any of the Permit Holders. Take will include one or more of the following: capture, handling, collection, transport, holding, lethal spawning, biological sampling, tagging, adult management, and live release of marked steelhead in excess of broodstock needs, unmarked steelhead, and natural or hatchery spring Chinook salmon, if encountered. General and specific conditions and limits on direct take are enumerated below. Take exceeding the specified levels must be reported as described in Section C of this permit. Annual takes listed below are subject to the annual authorization process.

A. Direct Take Limits

The basis for authorizing the direct take of a threatened or endangered species is that the take will result in a net benefit to the species. Pursuant to section 10(a)(1)(A) of the ESA, “The

Secretary may permit, under such terms and conditions as he shall prescribe, any act otherwise prohibited by section 9 for scientific purposes or to enhance the propagation or survival of the affected species.”

There are three general ways in which direct take would occur under this permit: (1) fish enhancement, (2) adult management, and (3) RM&E activities. Direct annual take of listed Wenatchee steelhead for broodstock collection, adult extraction at trapping facilities, conservation fisheries, and RM&E is described in Table 1. NMFS must be notified within *two days* if take is exceeded.

Table 1. Direct annual take of listed Wenatchee summer steelhead for enhancement, adult management, and RM&E purposes for the CPUD and WDFW Wenatchee steelhead hatchery program; NOR = natural-origin return; HOR = hatchery-origin return.

	Amount of Steelhead Direct Take		Type of Direct Take (lethal, non-lethal)
	Adult	Juvenile	
Enhancement activities			
Broodstock collection	Up to ~130 total; 64 NOR ¹ /66 HOR	0	Lethal
Adult management			
Adult extraction at trapping facilities	Up to 100% of HOR ² (~2,500 +)	0	Lethal
Fishery	Up to ~2,500 HOR ³	0	Lethal
RM&E			
<i>Wenatchee River Juvenile Trapping/Tagging</i>			
Emigration monitoring	0	Up to 20% of smolts (~1,104 ⁴ fish) ⁴	Non-lethal
Smolt pit-tagging	0	~10,000-20,000 HOR ⁴	Non-lethal
<i>Wenatchee River Adult Trapping Facilities</i>			
Adult monitoring	Up to 10% of total run (~324 fish) ⁴	0	Non-lethal
<i>Priest Rapids Dam Adult Trapping Facilities</i>			
Adult stock assessment	Up to 15% of total run (~3,260 fish) ⁴	0	Non-lethal
Adult radio-tagging	400 fish (subset of above take) ⁴	0	Non-lethal

¹ Broodstock collection would not exceed 33 percent of the NOR to the Wenatchee Basin.

² If needed for PNI criteria; balanced by HOR fish encountered at TWD and/or in steelhead fishery.

³ Hatchery-origin adult removal during fisheries in support of larger adult management efforts.

⁴ Includes handling and release of juveniles or adults based on (Hillman et al. 2014); incidental mortality (lethal take) is included in the incidental take statement of the biological opinion (NMFS 2016). Of the 3,260 adult steelhead sampled for stock assessment at Priest Rapids Dam, 400 fish would be tagged.

B. Special Conditions

Broodstock Collection (at Dryden Dam or TWD)

1. The Permit Holders shall implement escapement goals and Proportionate Natural Influence (PNI) criteria in accordance with the requirements described in the Wenatchee River Hatchery and Genetic Management Plan (HGMP) (Section 1.8.2 in CPUD and WDFW 2009) as supplemented (Miller 2012), and the annual broodstock collection protocol memo (WDFW 2015). Broodstock collection will target adults necessary to meet a 50 percent natural-origin conservation program and a 50 percent hatchery-origin safety-net program. PNI levels will be achieved by controlling the proportion of hatchery-origin spawners on the spawning grounds (pHOS) and by controlling the proportion of natural-origin brood used for the hatchery program (pNOB), and calculated annually as $PNI = pNOB / (pHOS + pNOB)$ with a running five-year average of no less than 0.67 for the Wenatchee steelhead population. To analyze effectiveness of implementing the sliding scale, PNI specified by the sliding scale and realized PNI will be compared annually. The realized PNI on average should not fall below 5 percent lower (i.e., 0.62) than the specified PNI over 5 years. If this occurs, NMFS and the Permit Holders will reassess the program and adjust measures as necessary for implementing the sliding scale. NMFS recognizes that in years when the natural adult returns are low, this may preclude the Permit Holders from achieving a mean PNI over five years of no less than 0.67 and the population would be managed for escapement rather than PNI. Although both compliance criteria described in this paragraph are 5-year means, it may become apparent before year 5 that a criterion cannot be met. If so, reassessment will occur at that time. Any program changes or adjustments shall be described in the broodstock collection protocols and handling, trapping, and monitoring plans that are submitted to the HCP HC for annual review (see Section C, item 1).
 - i. The WDFW may capture, handle, transport, and/or release up to 100 percent of the Wenatchee steelhead adults to meet PNI levels determined in the HGMP (CPUD and WDFW 2009) and the annual broodstock collection protocols (WDFW 2015) to remove Wenatchee River hatchery-origin steelhead at dams and weirs, other trapping sites as approved by the HCP HC, and in conservation fisheries.
 - ii. Up to approximately 64 natural-origin (provided the conservation program is achievable based on run size) and 66 hatchery-origin adult steelhead will be retained for broodstock (~130 total mixed origin steelhead) to achieve a maximum of 247,300 smolts annually (WDFW 2015). Adults collected in excess of broodstock needs or not targeted for broodstock shall be returned to the Wenatchee River, unless determined to be removed for adult management purposes.
 - iii. The Permit Holders may also capture and examine up to 100 percent of adult steelhead returning to the Wenatchee River at the Dryden Dam, Tumwater Dam, or other locations determined by the HCP HC to accomplish broodstock

goals, remove excess hatchery-origin spawners, conduct stock assessment and run composition evaluations, and for dam passage or other HCP HC approved studies.

2. The Permit Holders shall meet annual pNOB requirements by collecting natural-origin steelhead broodstock according to annual and weekly broodstock collection goals developed by WDFW in coordination with the HCP hatchery committees.
 - i. Up to 33 percent of the Wenatchee River natural-origin steelhead return may be removed for hatchery broodstock.
 - ii. The Permit Holders or their authorized agents shall return to the Wenatchee River any adult steelhead collected in excess of broodstock needs unless determined to be removed for adult management purposes (i.e., to meet five year running average PNI of at least 67 percent). All natural-origin steelhead adults returning to the Dryden and Tumwater dams that are not needed for broodstock shall be passed upstream.
 - iii. Fish from spawning aggregates outside of the Wenatchee River Basin, natural-origin and hatchery-origin alike, may not be used for hatchery broodstock without the expressed written approval of NMFS.
 - iv. NMFS will review broodstock collection plans through the annual HCP HC process (Section C, item 1).
3. The Permit Holders or their authorized agents shall monitor the incidence of, and minimize capture, holding, and handling effects on ESA-listed steelhead encountered during trapping as described in the Site Specific Trapping Operations Plans (WDFW 2015; Appendix D) and the Wenatchee River steelhead HGMP (CPUD and WDFW 2009). The Site Specific Trapping Operations Plan is updated, reviewed, and approved by the HCP HC annually as part of the broodstock collection protocols to provide adaptive management of the hatchery program.
 - i. Mortality of intentionally-handled natural-origin steelhead shall not exceed levels identified in Section A, Tables 1 and 2.
 - ii. Natural-origin adults will be targeted for collection at Tumwater Dam. Hatchery-origin adults will be targeted at Dryden Dam and, if necessary, Tumwater Dam.
 - iii. Broodstock collection will be proportional to steelhead return timing from July 1 – November 14. Collection of broodstock may also occur from November 15 – December 5 at both dam traps, simultaneous with the Yakama Nation coho broodstock collection activities to reduce impacts to ESA-listed species.

- iv. Traps and weirs shall be operated as proposed in the annual Site-Specific Trapping Operations Plans (WDFW 2015; Appendix D)
4. The Permit Holders or their authorized agents shall document the number of natural-origin and hatchery-origin steelhead collected and retained for the Wenatchee steelhead hatchery program in the UCR salmon and steelhead broodstock objectives and site-based broodstock collection protocols memo (WDFW 2015) submitted annually for NMFS' concurrence and approval through the HCP HC process. The total number of adults collected and held shall be based primarily on meeting the PNI goals and secondarily, juvenile production goals, as determined and approved by the HCP HC.
5. In trapping operations directed at the collection of broodstock, the Permit Holders or their authorized agents shall apply measures that minimize the risk of harm to ESA-listed steelhead. These measures include, but are not limited to:
 - i. Limits on the duration (hourly, daily, weekly) of trapping in mainstem river areas to minimize capture and handling effects on listed fish;
 - ii. Limits on trap holding duration of listed fish prior to release; application of procedures to allow safe holding, and careful handling and release of listed fish; and
 - iii. Allowance for free passage of listed fish, adult and juvenile alike, migrating through trapping sites in mainstem river and tributary locations when those sites are not being actively operated.
6. ESA-listed juvenile and adult fish must not be handled when water temperature exceeds 21°C (69.8°F) at the capture site. Trap operation shall cease until temperatures drop below the threshold or pending further consultation with NMFS to determine if continued trap operation poses substantial risk to ESA-listed species. Under these conditions, ESA-listed fish may only be identified and counted.
7. Permit Holders or their authorized agents must ensure that all ESA-listed species are handled carefully. Should NMFS determine that a procedure provided for under this permit is no longer acceptable, the Permit Holders or their authorized agents must, immediately upon notification, cease such activity until an acceptable substitute procedure is identified and approved by NMFS. NMFS shall act promptly in identifying an appropriate remedy.
8. Each ESA-listed fish handled out-of-water for the purpose of recording biological information must be anesthetized. Anesthetized fish must be allowed to recover (e.g., in a recovery tank) before being released. Fish that are simply counted must remain in water but do not need to be anesthetized.
9. ESA-listed fish must be handled with extreme care and kept in water to the maximum extent possible during sampling and processing procedures. Adequate circulation and replenishment of water in holding units is required. When using methods that capture a

mix of species, ESA-listed fish must be processed first. The transfer of ESA-listed fish must be conducted using equipment that adequately holds water during transfer.

Fish Culture

10. Fish culture, including collection, transport, holding, and spawning of broodstock, incubation of eggs, ponding, and rearing (including acclimation where specified), clipping (marking), tagging, and necessary transportation shall be conducted as described in the Wenatchee River summer steelhead HGMP (CPUD and WDFW 2009) and annual operations plan (WDFW 2015; Appendix D). NMFS recognizes the need for management flexibility, so minor deviations consistent with best management practices, conforming to the intent of the program, and having no substantial effects on the survival of any ESA-listed species, are permitted upon notification to NMFS.

Juvenile Releases

11. The proposed action intends for hatchery fish to colonize UCR steelhead critical habitat. The planting or release of artificially propagated listed fish into the same area used by listed species may constitute take (64 FR 60727, November 8, 1998). In the event within-hatchery survival is above that which is expected based on fecundity and in-hatchery survival, the Permit Holders shall limit annual releases of UCR Wenatchee hatchery-origin steelhead to not exceed 110 percent of the overall production goal of 247,300 in a manner consistent with achieving program goals.
12. Hatchery release strategies shall be managed adaptively to improve homing fidelity of adult returns, minimize residualism rates, and minimize competitive interactions with natural-origin juveniles.
 - i. Factors including size at release, timing of release, location of release, imprinting period, feeding rates and others may need to be adjusted to achieve the following permit criteria: 1) minimize residualism rates for hatchery releases; and (2) maximize the rate and probability of downstream migration.
13. The Permit Holders or their agents shall release hatchery-origin smolts at approximately 6 fish per pound when fish are ready to emigrate directly to the ocean and during the period in which natural-origin smolts out-migrate from the Wenatchee Basin.
 - i. Release dates and size targets may change from year to year in order to synchronize releases with the observed outmigration of natural-origin smolts or the average size and date of natural-origin smolt migrants based on historical data.
 - ii. Analysis of current smolt release (i.e., the last five years) and adult return data are largely inconclusive for determining the extent to which residualism may occur for the hatchery program. As a result, the rate at which steelhead from the Wenatchee program may residualize after leaving the hatchery and potential ecological effects is unknown. Due to the difficulty in measuring residualism in

hatchery and wild steelhead populations, surrogates do not presently exist to establish a residualism performance threshold for the Wenatchee program. To meet this condition, best management practices shall be implemented to minimize, to the maximum extent practical, residuals (non-migratory smolts) until such time baseline levels can be measured and performance standards developed for the program.

- iii. Best management practices may include (but are not limited to) changes in release location, timing of release, numbers of smolts released (spatially and temporally), incubation, ponding and feeding strategies, monitoring, and/or other reasonable and prudent actions (Berejikian et al. 2011; Hausch and Melnchuk 2012; Sharpe et al. 2007; Tipping 2006) as approved by the HCP HCs.
14. To ensure the program works towards minimizing potential long term effects of residuals, the Permit Holders, through the HCP HC process, will develop a plan that limits the number of residuals produced and attempts to identify an acceptable rate of residualism in the Wenatchee steelhead program by brood year 2018. This plan may include some or all of the following elements:
- i. Methodology for establishing baseline conditions; concurrence of a performance standard threshold; criteria for determining exceedance/ compliance with the performance standard; and an appropriate time series for data collection and evaluation. If the hatchery program is found to exceed the agreed upon performance standard, additional minimization measures (e.g., not releasing “non-migrants” into anadromous waters) may be implemented to further limit the occurrence of residual hatchery steelhead in the natural environment.
 - ii. Brood year 2018 will be the starting point for measuring baseline conditions. Identification of additional measures (if needed) and implementation of those measures would occur by 2021, with a reasonable expectation that by 2023 the Permit Holders would be able to assess whether those additional minimization efforts are successful in reducing the number of steelhead residuals produced by the hatchery program.
 - iii. If further actions (additional minimization measures) are needed, the Permit Holders will work through the HCP HCs process to provide for adaptive management of hatchery program releases through modifications to the current steelhead residualism plan. The steelhead residualism plan and adaptive management process is entirely dependent on future feasibility of measuring residualism in hatchery and wild steelhead population in the Wenatchee sub-basin.
15. In the event of an emergency, such as flooding, water loss to raceways, epizootic outbreak, or vandalism that necessitates early release of ESA-listed steelhead to prevent

catastrophic mortality, any such release shall be reported within *48 hours* to the NMFS Sustainable Fisheries Division in Portland (see Section C).

16. Overwinter acclimation would occur at the Chiwawa Acclimation Facility on the Chiwawa River. Fish would then be transferred from March through May to: 1) spring acclimation locations in the Wenatchee Basin such as Blackbird Island Pond and Rohlfling Pond, or 2) directly planted in the Wenatchee Basin, or 3) to other locations approved by the HCP HC. Any change in release sites and/or strategies beyond those identified here and in the opinion, must be reviewed by NMFS and approved through the HCP HC.
17. All steelhead smolts released by the program shall be given an externally identifiable mark or otherwise tagged as agreed to by the HCP Hatchery Committee. Marking and tagging strategies shall be sufficient to allow differential harvest between conservation and safety net production components and to allow efficient broodstock collection and removal of HORs at the Dryden Dam and/or Tumwater Dam as described in the Site Specific Trapping Operations Plans (WDFW 2015; Appendix D) and the Wenatchee River summer steelhead HGMP (CPUD and WDFW 2009). The Tumwater Site Specific Trapping Operations Plans are updated, reviewed, and approved by the HCP HC annually as part of the broodstock protocols to allow for adaptive management of the hatchery program.
18. A sufficient representative portion of the artificially propagated steelhead shall be internally tagged (e.g., CWT or PIT) prior to release to allow monitoring and evaluation of fish performance and contribution rates, including straying levels to natural spawning areas and to other hatcheries, as approved through the HCP HC annual process.
19. The Permit Holders shall implement the "Salmonid Disease Control Policy of the Fisheries Co-managers of Washington State" (NWIFC and WDFW 1998) and Pacific Northwest Fish Health Protection Committee (Pacific Northwest Fish Health Protection Committee (PNFHPC) 1989) guidelines, or subsequent updates, to minimize the risk of fish disease amplification and transfer, and to ensure that artificially propagated fish would be released in good health.

Facility Operations

20. Permit Holders shall ensure that water intakes into artificial propagation facilities are properly screened in compliance with NMFS 1995 screening criteria and as per the 1996 addendum to those criteria (NMFS 1996) or, in the case of repair or reconstruction, subsequent updates to those criteria (NMFS 2011).
 - i. Permit Holders shall inspect and monitor the water intake screen structures at their hatchery facilities to determine if listed steelhead and salmon are being harmed or being drawn into the facility; the results of this monitoring shall be included in annual reports.

21. Water withdrawals shall not exceed levels permitted by the Water Use Permits issued to each of the acclimation facilities.

Research, Monitoring, and Evaluation (RM&E)

22. The WDFW may intercept and biologically sample up to 15 percent of the UCR summer steelhead return at Priest Rapids Dam Off-Ladder Trap (OLAFT) for stock assessment. In some years, up to 400 UCR steelhead adults may receive radio or active transmitting tags for migration and dam passage studies, if approved through the HCP HC annual process. WDFW is responsible for obtaining facility use approvals for stock assessment work conducted at OLAFT. Handling, injuries, and mortalities shall be documented in annual reports.
 - i. Lethal take during Priest Rapids Dam (OLAFT) adult stock assessment activities may not exceed 2 percent of the fish captured.
23. The Permit Holders or their authorized agents may capture, handle, transport, hold, and release up to 20 percent of the naturally-produced summer steelhead juveniles in the Wenatchee Basin using standard juvenile fish trapping techniques such as rotary screw traps, seines, recreational fishing gear, snorkeling, and electrofishing to collect data to support HCP HC approved monitoring and evaluation.
 - i. For the purposes of developing population estimates, estimating life stage specific survival, life history patterns or abundance, the Permit Holders may also apply marks or tags (e.g., CWT or PIT) to steelhead juveniles prior to release.
24. Best management practices for hatchery releases in achieving homing fidelity, residualism, and out-migration criteria may be evaluated annually using CWT and/or PIT tags or other methodology as determined and approved through the HCP HC annual process. Homing fidelity to the Wenatchee River basin and straying to other basins may be monitored using instream PIT tag arrays. Residual rates may be evaluated by examining the proportion of PIT tag releases detected within tributaries of the Wenatchee basin within the same year of release, but after the typical smolt outmigration period. Outmigration performance may be evaluated by monitoring the number of days from release to detection at McNary Dam and the proportion of PIT tags detected within the Wenatchee Basin after release (see opinion for more detail).
25. To the extent possible, without imposing increased risk to listed species, the Permit Holders or their authorized agents shall enumerate and identify marks and tags on all anadromous species encountered at adult and juvenile trapping sites. This information shall be included in either an annual broodstock report or a monitoring and evaluation report submitted to NMFS.

26. In trapping operations directed at RM&E activities, the Permit Holders or their authorized agents shall apply measures that minimize the risk of harm to ESA-listed steelhead. These measures include, but are not limited to:
 - i. Limits on the duration (hourly, daily, weekly) of trapping in mainstem river areas to minimize capture and handling effects on listed fish;
 - ii. Limits on trap holding duration of listed fish prior to release; application of procedures to allow safe holding, and careful handling and release of listed fish; and
 - iii. Allowance for free passage of listed fish, adult and juvenile alike, migrating through trapping sites in mainstem river and tributary locations when those sites are not being actively operated.
27. During operation of the Dryden and Tumwater Traps, the Permit Holders or their authorized agents shall estimate weir rejection and handling (pre-spawn) mortalities, by species.
28. Permit Holders or their authorized agents shall determine the number and the distribution and timing of naturally-spawning Wenatchee River hatchery-origin summer steelhead in the Wenatchee and Entiat basins. Surveys like this shall be required for other areas in the event that new information reveals more than negligible straying. Permit Holders are not required to conduct additional stray rate surveys at this time but may use information collected by other parties, subject to a determination that the surveys follow acceptable protocols and that the information is scientifically valid.
29. Visual observation protocols must be used instead of intrusive sampling methods whenever possible. This is especially appropriate when merely determining the presence of anadromous fish.

Fisheries

30. WDFW shall remove Wenatchee River hatchery-origin steelhead to meet the escapement goals and PNI levels specified in the HGMP, the adult management addendums (Miller 2012; WDFW 2014), and in the annual broodstock collection protocol memo (WDFW 2015) through removal in carefully-managed fisheries. The conditions outlined in the HGMP and adult management plan must be met to protect natural-origin steelhead and spring Chinook salmon before implementing fisheries and rules for managing the fisheries.
31. Prior to opening any fishery targeting Wenatchee River surplus hatchery-origin steelhead, WDFW shall submit annual proposed regulations for NMFS concurrence. Regulations should be submitted three weeks in advance, but not less than one week in advance, of any proposed fishery. NMFS will respond to the proposed fishery regulations no later

than five working days after receiving the proposed regulations. The proposed regulations should include:

- i. Latest forecast for natural-origin and hatchery steelhead returns to the Wenatchee Basin;
 - ii. Definition of the fishing areas;
 - iii. Anticipated encounter rate of natural-origin steelhead and spring Chinook salmon;
 - iv. Maximum mortality limits for natural-origin steelhead and spring Chinook salmon;
 - v. Expected catch of hatchery steelhead, monitoring plan, enforcement plans, and potential fisheries adjustments that would be made in the event impacts to ESA-listed species exceed authorized levels.
32. In years when the fishery is implemented, the retention of all hatchery-origin steelhead encountered will be mandatory. Recreational harvest regulations will clearly and specifically require that all externally marked hatchery steelhead must be retained. Information concerning the application, tracking, and final disposition of hatchery fish shall be included in annual reports described below in Section B, item 35.
33. When active tags or Petersen disk tags are applied, recreational harvest regulations shall clearly and specifically identify these fish are not available for retention. Information concerning the application, tracking, and final disposition of fish with these tags shall be included in annual reports.
34. WDFW shall provide NMFS with in season reports by the 10th working day of each month. The reports shall describe:
- i. Angler effort;
 - ii. Number of natural-origin and hatchery-origin steelhead and spring Chinook salmon encountered;
 - iii. Number of hatchery-origin steelhead harvested; Estimated UCR natural-origin steelhead and spring Chinook salmon total mortality; and
 - iv. Law enforcement information, particularly estimates of illegal harvest and the degree of regulatory compliance. WDFW shall advise NMFS one week in advance of when the limit on impacts to ESA-listed species is expected to be reached. A final report detailing the fishery impacts by month and fishery area

as described above shall be submitted to NMFS by November 30th of the year the fishery was concluded.

35. In years when the fishery is implemented, the WDFW shall conduct regular enforcement patrols and include a summary of enforcement actions, including how well regulations are being complied with and whether they are complying with fishery metrics regulatory compliance statistics, in the annual report described above in Section B, item 33.
36. To further minimize potential mortality of natural-origin salmon, steelhead, and other listed species, the fishery would be restricted to water temperatures below 18°C. Fisheries shall cease until temperatures drop below the threshold or pending further consultation with NMFS to determine if continued fisheries pose substantial risk to ESA-listed species.
37. Due to implementation of an additional 1 percent sliding scale mortality limit, WDFW will monitor the fishery carefully and review annual redd count and fishery reports to determine if lower Wenatchee River tributaries (e.g., Peshastin and Mill Creeks) encounter larger impacts as a result of the change in the ongoing steelhead fishery.

C. Permit Reporting Requirements

NMFS contact for all reports and modifications:

Charlene Hurst; charlene.n.hurst@noaa.gov

NMFS - Sustainable Fisheries Division, APIF Branch
National Marine Fisheries Service, West Coast Region
1201 NE Lloyd Blvd, Suite 110
Portland, Oregon 97232
Phone: (503) 230-5409

1. Annual broodstock collection protocols are required for the Wenatchee steelhead hatchery program. NMFS will review broodstock collection, trapping, handling, passage monitoring and fisheries plans to assess the benefits and risks to ESA-listed species analyzed in the biological opinion. The Permit Holders will prepare the draft broodstock collection protocols for review by the HCP HC. Following the HCP HC review and revision, the final broodstock collection protocols shall be subject to HCP HC approval and will be submitted to NMFS by April 15 of each year. Participation in the development, submission, and approval of the annual broodstock collection protocols within the Committees by the NMFS HCP HC representatives shall constitute NMFS acceptance and approval of the annual broodstock collection protocols. Any deviations in the Wenatchee summer steelhead program from what is currently authorized under the ESA would undergo discussion and approval. Any significant changes to the hatchery program that result in effects not evaluated in the biological opinion for this permit would be not implemented without prior approval, in writing, from NMFS.

The annual broodstock collection protocols shall include the following:

- i. Numbers and gender composition of fish to be collected (e.g., hatchery and natural)
 - ii. Capture methods and locations
 - iii. Program-specific mating protocols (e.g., 1:1, factorial, etc.)
 - iv. Current brood year juvenile targets and release locations
 - v. Marking methods
 - vi. Return year adult management plans
 - vii. Site-specific trapping operation plans
 - viii. Annual Columbia River at mouth salmon and steelhead TAC¹ forecast
 - xi. Research, monitoring, and evaluation activities
2. If the authorized level of take, including mortalities, is exceeded, the Permit Holders must notify NMFS as soon as possible, but no later than *two days* after, the authorized level of take is exceeded. The Permit Holders must then submit a written report to the above contact describing the circumstances of the unauthorized take within two weeks of take exceedance. Pending review of these circumstances, NMFS may suspend the permit or, alternatively, amend the permit.
 3. Permit Holders shall update and provide to NMFS by September 15th of the current year the forecast for hatchery and natural-origin steelhead adult returns to the Wenatchee Basin.
 4. Permit Holders shall update and provide to NMFS by December 15th of each year projected hatchery releases and the specific location(s) for release for the coming year.
 5. The Permit Holders shall develop, in coordination with the HCP HC, the reporting responsibilities of each of the joint Permit Holders. Final approval of report content, responsibilities, and time lines shall be obtained from NMFS Sustainable Fisheries Division in Portland, Oregon. The following issues should be considered for required reporting:

Within Hatchery Environment Monitoring Reporting

- The numbers, pounds, dates, tag/mark information, and locations of fish releases;

¹ Columbia River Technical Advisory Committee operating under the *U.S. v. Oregon* Management Agreement *U.S. v. Oregon*. 2009. 2008-2017 *U.S. v. Oregon* Management Agreement (modified January 23, 2009). Portland, Oregon..

- Standard survival benchmarks within the hatchery environment as defined by the HCP HC;
- Monitoring and evaluation activities that occur within the hatchery environment;
- Coefficient of variation around the average (target) release size immediately prior to their liberation from the acclimation sites as an indicator of population size uniformity and smoltification status;
- Any problems that may have arisen during conduct of the authorized activities;
- A statement as to whether or not the activities had any unforeseen effects;
- Steps that have been and will be taken to coordinate the research or monitoring with that of other researchers;

Natural Environment Monitoring Reporting

- The efficacy of the hatchery program at benefiting or enhancing the biological status of Wenatchee River steelhead population.
- Estimates of the number and proportion of artificially propagated adults on the spawning grounds, the distribution of hatchery fish on the spawning grounds, and the timing of natural spawning;
- The number and location of artificially propagated adults that were recovered outside the release areas (e.g., in fisheries or strays to other rivers);
- Total and index redd counts where surveys are conducted;
- Broodstock monitoring and collection summary by location, including summary of all species encountered;
- Summary of all activities monitoring juvenile UCR summer steelhead in the natural environment including trap locations, tributary or sub-basin population estimates;
- Biological sampling conducted on artificially propagated and natural-origin juveniles in the natural environment;
- Injuries or mortalities of listed species that result from monitoring activities;
- Development and reporting of steelhead residual levels following annual smolt releases. Protocols will be defined and approved through the HCP HC annual process; and
- Any other information deemed necessary for assessing the program defined by the HCP HC.

6. The Permit Holders shall include adult return information with the most recent annual estimates of the number and proportion of artificially propagated fish on the spawning grounds, and the number and location of artificially propagated adults that were recovered outside the release areas. Adult return information and results from monitoring and evaluation activities outside the hatchery environment should be included in the annual report or a separate report. If a separate report on monitoring and evaluation activities conducted outside the hatchery environment is prepared, it shall be submitted

by September 1st of the year following the monitoring and evaluation activities (i.e., surveys conducted in 2015, report due September 2016) to NMFS.

7. The Permit Holders shall ensure collection and reporting of the coefficient of variation around the average (target) steelhead release size immediately prior to their liberation from the acclimation sites as an indicator of population size uniformity and smoltification status. Reports shall also include:
 - i. Any preliminary analyses of scientific research data;
 - ii. Any problems that may have arisen during conduct of the authorized activities;
 - iii. A statement as to whether or not the activities had any unforeseen effects on listed species or designated critical habitat, and steps that have been and will be taken to coordinate the research or monitoring with that of other researchers.
 - iv. Unless otherwise noted in the specific terms and conditions, the reports shall be submitted by September 1st of the year following release (i.e., brood year 2014, release year 2015, report due September 2016) to NMFS.
8. The Permit Holders must provide plans for future changes in sampling locations or enhancement/research protocols and obtain concurrence from NMFS through the HCP HC annual process prior to implementation of such changes.

D. General Conditions

1. The Permit Holders or their authorized agents must ensure that all ESA-listed species are handled carefully. Should NMFS determine that a procedure under this permit is no longer acceptable, upon reasonable notice, the Permit Holders or authorized agents must immediately cease such activity until an acceptable substitute procedure is identified and approved by NMFS. NMFS shall promptly identify an appropriate remedy.
2. The Permit Holders, in implementing the hatchery program authorized by this permit, have accepted the terms and conditions of this permit and must ensure compliance by itself and its authorized agents with the provisions of this permit, the applicable regulations, and the ESA.
3. Chelan PUD and WDFW are responsible for the actions of their respective employees, contractors or agents operating under their respective obligations described on pages 3 and 4 of this Permit. Such actions include operation of adult traps and/or weirs for broodstock collection and capturing, handling, holding, transporting, releasing, maintaining, and caring for any ESA-listed species authorized to be taken by this permit.

4. The Permit Holders or their authorized agents must possess a copy of this permit when conducting the activities for which a take of ESA-listed species or other exception to ESA prohibitions is authorized herein.
5. The Permit Holders may not transfer or assign this permit without NMFS' approval to any other person(s), as defined in section 3(12) of the ESA. This permit ceases to be in force or effective if transferred or assigned to any other person without prior authorization from NMFS.
6. The Permit Holders or their authorized agents must obtain any other Federal, state, and local permits/authorizations necessary for the conduct of the activities provided for in this permit.
7. The Permit Holders or their authorized agents must coordinate with other co-managers and/or researchers to minimize duplication and/or adverse cumulative effects that occur as a result of the Permit Holder's activities.
8. The Permit Holders or their authorized agents must allow, upon advance notice, any authorized NMFS employee(s) or any other person(s) designated by NMFS to accompany field personnel during the activities provided for in this permit. The Permit Holders must allow such person(s) to inspect the records and facilities of the Permit Holders and their agents if such records and facilities pertain to ESA-listed species covered by this permit or NMFS' responsibilities under the ESA.
9. Under the terms of the regulations, a violation of any of the terms and conditions of this permit may subject the Permit Holders or their authorized agents to penalties as provided for in the ESA.
10. The Permit Holders are responsible for maintaining the biological samples collected from ESA-listed species as long as they are useful for research purposes. The terms and conditions concerning any samples collected under this authorization remain in effect as long as the Permit Holders have authority and responsibility for the material taken. The Permit Holders may not transfer biological samples to anyone not listed in the application without obtaining prior written approval from NMFS. Any such transfer shall be subject to such conditions as NMFS deems appropriate.
11. NMFS, Sustainable Fisheries Division, may amend the provisions of this permit after reasonable notice to the Permit Holders, consistent with applicable law.
12. 50 CFR Section 222.23(d)(8) allows NMFS to charge a reasonable fee to cover the costs of issuing permits under the ESA. NMFS has waived the fee for this permit.
13. NMFS may revoke this permit if the activities are not carried out in accordance with the conditions of the permit or the ESA and its regulations, or if NMFS otherwise determines that the findings made under section 10(d) of the ESA no longer hold, consistent with applicable law.

14. Any falsification of annual reports or records pertaining to this permit is a violation of this permit.

E. Penalties and Permit Sanctions

1. Any person who violates any provision of this permit may be subject to civil and criminal penalties, permit sanctions, and forfeiture as authorized under the ESA and 15 CFR Part 904 [Civil Procedures].
2. All permits are subject to suspension, revocation, modification, and denial in accordance with the provisions of subpart D [Permit Sanctions and Denials] of 15 CFR Part 904.

F. References

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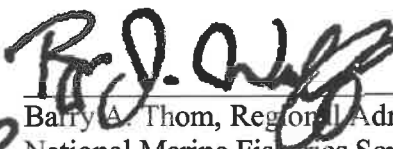
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NMFS Wenatchee Summer Steelhead Section 10 Permit No. 18583


G. Signatures

FOR 
 Barry A. Thom, Regional Administrator
 National Marine Fisheries Service

12/26/2017
 Date

NMFS Wenatchee Summer Steelhead Section 10 Permit No. 18583

G. Signatures continued



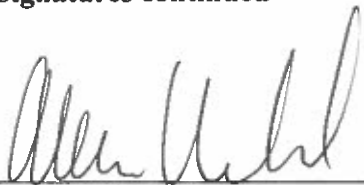
Jim Unsworth, Director
Washington Department of Fish and Wildlife



Date

NMFS Wenatchee Summer Steelhead Section 10 Permit No. 18583

G. Signatures continued



Alene Underwood, Fish and Wildlife Manager
Public Utility District No. 1 of Chelan County, Washington

1/2/18

Date

Willard, Catherine

From: Brett Farman - NOAA Federal <brett.farman@noaa.gov>
Sent: Monday, May 4, 2020 9:11 AM
To: Willard, Catherine
Cc: Allyson Purcell - NOAA Federal; Emi Melton - NOAA Federal
Subject: <External> Re: ESA Section 10 Permit 18583: Wenatchee steelhead-Project to PIT tag steelhead at OLAFT

Hi, Catherine. Thanks for keeping us posted on Chelan PUD's plans at GPUD's Off Ladder Adult Fishway Trap (OLAFT) at Priest Rapids Dam. Though your ESA Section 10 Permit 18583 states that WDFW will conduct the PIT tagging, we understand if you need to have the work conducted by another party. As long as the work is still conducted as described, and Chelan PUD still oversees the work, the coverage provided by the permit will still be valid.

I don't think we need to modify the permit, as long as you are comfortable with this email as confirmation that Chelan PUD or their contractor can conduct the work, and still be covered under the permit.

Don't hesitate to contact me if you need more information, or have any questions. Thanks!

Brett

On Fri, May 1, 2020 at 12:41 PM Willard, Catherine <Catherine.Willard@chelanpud.org> wrote:

Hi Brett,

This year and in future years Chelan PUD will be overseeing the project to PIT tag steelhead at GPUD's Off Ladder Adult Fishway Trap (OLAFT) located at Priest Rapids Dam. This activity is described on page 4 of the ESA Section 10 Permit 18583 for Wenatchee steelhead. Historically, WDFW (co-permittees) conducted this work and the permit states that WDFW will conduct this work. We are requesting that the permit reflects that Chelan PUD can fund and/or conduct this work instead of WDFW exclusively.

Thank you!

Catherine

Catherine Willard
Chelan County PUD
Senior Fisheries Biologist
509-661-4179 (office)
509-699-8189 (cell)
Catherine.willard@chelanpud.org

--

Brett Farman

Acting WCR Safety and Training Manager

And Fish Biologist

NOAA Fisheries West Coast Region

503-231-6222



Washington
Department of
**FISH and
WILDLIFE**

WASHINGTON STATE SCIENTIFIC COLLECTION PERMIT

Washington Department of Fish and Wildlife

Please see **SCIENTIFIC/EDUCATION COLLECTION PERMIT (SCP) INSTRUCTIONS**
(separate document) for completing this application. This form must be used, typed and all

sections must be completed. Incomplete applications will be returned and result in a delay in the issuance of your permit. An Annual Report must be received before a renewal permit can be issued.

Applications and annual reports must be submitted via e-mail to scp@dfw.wa.gov.

Please allow up to **60 days** for processing. Due to the review process, SCP applications cannot be expedited.

Attach a brief Study Plan and Applicant Qualifications. **PLEASE SEE INSTRUCTIONS.**

A **\$117.00 fee** is required with the application (per RCW 77.32.240).

If you have questions, please contact:

WDFW Licensing Division SCP

PO Box 43154

Olympia, WA 98504-3154

Phone: (360) 902-2464, Option 4

E-mail: scp@dfw.wa.gov

Permit Number (WDFW Use Only): **HOPKINS 21-041**

WHO:	1. APPLICANT INFORMATION	
	Name: Scott Hopkins	Agency: Chelan County PUD #1
	Phone Number: 509.661.4763	Mailing Address: PO Box 1231
	E-mail: scott.hopkins@chelanpud.org	City: Wenatchee State: WA
		Zip Code: 98807-1231
	2. SUB-PERMIT HOLDERS	
	NAME/PHONE NUMBER:	NAME/PHONE NUMBER:
	Adams, Ian	Gutzwiler, Ed
	Anderson, Shelli	Hemstrom, Steve
	Beardsley, David	Hopkins, Scott
	Brunette, Carl	Jackson, Todd
	Carhart, Angela	Keller, Lance
	Chambers, Troy	Kielian, Anthony
	Edwards, Troy	Litchfield, Dennis
	Eller, Nicole	Lucas, Terry
	Erb, Jason	Mosey, Thad
	Goodman, Amber	Nystrom, Chris
	Osborn, Jeff	Snyder, Denny
	Peyton, Tom	Stevenson, John
	Sadewasser, Nate	Tirado, Morraine
	Scholten, Tanner	Williams, Johnny
	Simmons, Jake	Parkins, Doug
	Syria, Randall	Schmidt, Darrel
	Tackman, Katie	Scott, Elzie
	Tomlinson, David	Scott, Ron
	Towey, William	Stavenjord, Cory
	Underwood, Alene	White, Glenn
	Wachtel, Brad	Wieirma, Wayne

West, Todd	Williams, Mike		
Willard, Catherine	Woolley, Christine		
Baker, Cyrus	Wright, Corey		
Borchert, Nick	Robichaud, Dave		
Brown, Archie	Hatch, Kyle		
Butts, Richard	Crawford, Steve		
Cornell, Codee	Blakley, Anita		
Filbeck, Dar	Ferreira, Lucia		
Frazier, Bill	Jerald, Tyson		
Hadsell, Joe	Montgomery, Mike		
Holman, Jeff	Barriga, Josue		
Johnson, Skip	Bragg, Cody		
Morris, Robert	Eckenberg, Andrea		
Murphy, Nathan	Eckenberg, Janet		
Reeves, Jeff	Hillman, Tracy		
Scott, Caitlin	Miller, Mark		
3. THIS APPLICATION IS:			
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal of last year's Permit #20-029a		
<input type="checkbox"/> Amendment to Permit # _____			
4. PURPOSE OF COLLECTION OR HANDLING			
<input checked="" type="checkbox"/> Instruction/Education Display			
<input checked="" type="checkbox"/> Research/Scientific Investigation (includes ELECTROFISHING)			
<input type="checkbox"/> Salvage (deceased animals only)			
<input type="checkbox"/> Fish Rescue/Relocation			
5. RESEARCH OBJECTIVES			
<input checked="" type="checkbox"/> Aging	<input checked="" type="checkbox"/> Behavior	<input type="checkbox"/> Physiology	<input type="checkbox"/> Artificial Propagation
<input checked="" type="checkbox"/> Census	<input checked="" type="checkbox"/> Presence/Absence	<input checked="" type="checkbox"/> Population Distribution	<input checked="" type="checkbox"/> Life History
<input type="checkbox"/> Pathology	<input checked="" type="checkbox"/> Genetic	<input type="checkbox"/> Stream Typing	
<input type="checkbox"/> Other: _____			

WHEN:	6. PERMIT TIMELINE*:	
	Project Start Date: 04/01/2021	Project End Date: 04/01/2022
	Permit Expiration Date (WDFW Use Only): 31 MARCH 2022	*SCPs are valid for a maximum of 12 months.

WHAT:	7. TYPE OF ANIMALS TO BE COLLECTED OR HANDLED:		
	<input type="checkbox"/> Wildlife	<input checked="" type="checkbox"/> Fish	<input type="checkbox"/> Aquatic Invertebrates – specify: <input type="checkbox"/> Marine <input type="checkbox"/> Freshwater
	8. SPECIFIC TYPE(S)		
Wildlife	Fish		
<input type="checkbox"/> Non-Raptor Birds	<input type="checkbox"/> Marine Fishes	<input checked="" type="checkbox"/> State and/or Federal Threatened or Endangered Species	
<input type="checkbox"/> Raptors	<input checked="" type="checkbox"/> Freshwater Fishes	Species Detail: <u>Bull Trout, Steelhead, Chinook Salmon</u>	
<input type="checkbox"/> Mammals		Proof of Federal Authorization (Permit # or BiOP): Permit #'s 18121, 18583, 23191 and BiOps 2007-F-0108, 2006-P-0006, 2008-F-0116, 04-W0203, NMFS Consultation 2005/07435	
<input type="checkbox"/> Bats			
<input type="checkbox"/> Terrestrial Invertebrates			
<input type="checkbox"/> Reptiles/Amphibians			

9. COLLECTION INFORMATION			
Species Requested – Both Common & Scientific names are required.	Specific Location & County Stream Section for Fish County must be included	Max # of Lethal Take or Live Permanent Removal	Max # of Non-lethal Take or Salvage
Northern Pikeminnow (<i>Ptychocheilus oregonensis</i>)	Rocky Reach & Rock Island Dam Reservoirs – Chelan & Douglas Counties	150,000	0
Steelhead (<i>Oncorhynchus mykiss</i>)		0	30,000
Chinook Yearling (<i>Oncorhynchus tshawytscha</i>)		0	60,000
Sockeye (<i>Oncorhynchus nerka</i>)		0	100,000
Coho (<i>Oncorhynchus kisutch</i>)		0	100,000
Chinook sub-yearling (<i>O. tshawytscha</i>)		0	80,000
Bull Trout (<i>Salvelinus confluentus</i>)		0	100
Lamprey ammocoetes, macrophthalmia, and adults (<i>Entosphenus tridentatus</i>)		0	1,000
White Sturgeon (<i>Acipenser transmontanus</i>)		0	2,000
Bass sp. (<i>Micropterus sp.</i>)		5	250
Rainbow Trout (<i>Oncorhynchus mykiss</i>)		0	250
Chiselmouth (<i>Acrocheilus alutaceus</i>)		5	250
Peamouth (<i>Mylocheilus caurinus</i>)		5	2,500
Whitefish sp. (<i>Prosopium sp.</i>)		5	1,000
Northern Pike (<i>Esox Lucius</i>)		1,000	0
Sculpin sp. (<i>Cottus sp.</i>)		0	200
Sucker sp. (<i>Catostomus sp.</i>)		0	250
Tench (<i>Tinca tinca</i>)		0	25
Bluegill (<i>Lepomis macrochirus</i>)		0	25
Pumpkinseed (<i>L. gibbosus</i>)		0	25
Yellow Perch (<i>Perca flavescens</i>)		0	250
Common Carp (<i>Cyprinus carpio</i>)		0	100
Walleye (<i>Sander vitreous</i>)		0	100
Sandroller (<i>Percopsis transmontana</i>)		0	100
Redside Shiner (<i>Richardsonius balteatus</i>)	0	1,500	
Threespine Stickleback (<i>Gasterosteus aculeatus</i>)	0	50,000	
Kokanee (<i>Oncorhynchus nerka</i>)	0	1,000	
Dace sp. (<i>Rhinichthys sp.</i>)	0	100	
Westslope Cutthroat Trout (<i>Salmo clarkia var. lewisi</i>)	0	50	
Steelhead (<i>Oncorhynchus mykiss</i>)	Priest Rapids Dam – Yakima & Grant Counties	0	1,200

HOW:	10. METHODS OF COLLECTION	
	<input type="checkbox"/> Firearms are being used for this collection.	
	Lethal Methods:	Species:
	Hook and Line	Northern Pikeminnow, Northern Pike
	Non-lethal Methods:	Species:
	Dam collection systems, long line, hook & line	All listed
	Salvage Methods: N/A	Species: N/A
	Body-gripping traps: <input type="checkbox"/> Padded Foot-hold	Species: N/A

<input type="checkbox"/> Non-strangling type Foot Snare		
Electrofishing: <input checked="" type="checkbox"/> Backpack <input type="checkbox"/> Boat	Species:	
Presence/Absence	All listed	
11. MARKING		
<input type="checkbox"/> Band <input type="checkbox"/> Mark <input checked="" type="checkbox"/> Other (please describe): <u>PIT Tags</u>		
<input checked="" type="checkbox"/> Fit with radio/acoustic telemetry transmitters: Max # of Transmitters <u>1,400</u> Radio Frequencies/Tag Codes		
12. DISPOSITION OF SPECIMENS		
<input type="checkbox"/> Display Permanent – Dead	<input type="checkbox"/> Display Temporary - Dead	
<input type="checkbox"/> Display Permanent – Live	<input checked="" type="checkbox"/> Display Temporary – Live	
<input checked="" type="checkbox"/> Tissue sampling		
<input type="checkbox"/> Laboratory use		
<input type="checkbox"/> Live Housing Research of Laboratory use – Permanent		
<input type="checkbox"/> Live Housing Research of Laboratory use – Temporary		
<input checked="" type="checkbox"/> Immediate Release at Capture Site		
<input checked="" type="checkbox"/> Relocated to Wild (additional permits may be required; wildlife may not be captured and relocated without a permit)		
<input type="checkbox"/> Carcass disposal at site		
<input checked="" type="checkbox"/> Euthanize		
<input type="checkbox"/> Other (please describe): _____		

GENERAL PERMIT CONDITIONS:

1. A Scientific Collection Permit is non-transferable.
2. A copy of this permit must be in the possession of any person exercising the privileges authorized by this permit.
3. The Permit Holder is responsible for ensuring that all Sub-Permit Holders are qualified and experienced to conduct the specified activities, including collection by firearms and comply with all conditions of this permit. Only those Sub-Permit Holder(s) listed on the permit are authorized to engage in permitted activities.
4. Please note that compliance with Scientific Collection Permit requirements and permit conditions does not ensure compliance with federal, local, or other state laws. Collection of state or federal endangered or threatened species, state sensitive species, or state or federal candidate species is prohibited unless specifically authorized in this permit. Collection of game birds or game animals is prohibited unless specifically authorized in this permit. Collection of migratory birds, marine mammals, and any species listed under the federal Endangered Species Act may require a federal permit before collecting. For any collection/research activity of marine mammals and/or federally-protected anadromous and marine fish species, etc., contact NOAA-National Marine Fisheries Service at <http://www.nmfs.noaa.gov/angered.htm> or 503-230-5400. For any collection/research activity of migratory birds, resident fish species (Bull Trout) and/or federally-protected wildlife, contact U.S. Fish and Wildlife Service at <http://endangered.fws.gov> or 360-753-9440.
5. This permit does not authorize collection from **non-WDFW** protected lands or waters (may include but not exclusive to: parks, reserves, refuges, natural areas, conservation areas, tribal lands, monuments, etc.). This permit does not authorize trespassing on private or restricted public lands. Additional permits issued by other state and local agencies, tribal governments, or landowners/managers may be required.
6. No collection shall occur in WDFW Marine Preserves or Conservation Areas (see <https://wdfw.wa.gov/fishing/management/mpa/marine-preserves> or <https://wdfw.wa.gov/fishing/management/mpa/conservation-areas>), or Wildlife Areas unless permission is obtained from the Area manager. Contact the appropriate WDFW Regional Office for information. Regional office information is listed at <https://wdfw.wa.gov/about/regional-offices>.
7. Specimens acquired under this permit remain the property of the state and will not be offered for sale or sold or used for commercial purposes or human consumption. Exchange or transfer of specimens, unless otherwise specified in this permit, requires prior written approval from the Director of WDFW.

8. Employees of WDFW have the right to inspect the collection activities authorized by this permit.
9. Vessels engaged in collection activities shall display a sign "RESEARCH," readable at 100 feet to unaided vision.
10. Permit Holders using unattended equipment must have attached to that equipment, a tag clearly marked with the permit number and name and current address of the Permit Holder. The address used may be that of the organization the Permit Holder represents, e.g., university, company, or corporation.
11. Permit holders may only use FDA approved fish anesthesia.
 - a) **MS-222** may not be used at times and in places where fish may be subject to "catch and keep" fisheries within 21 days;
 - b) **Clove oil** may not be used at all;
 - c) **AQUI-S®** may be used as an alternative to MS-222.
 - i. To use AQUI-S® 20E as an immediate release sedative in freshwater fish for field-based activities, permit holder must sign up to participate in USFWS-AADAP INAD 11-741 and must comply with the requirements as set forth in the INAD Study Protocol for AQUI-S® 20E (for more information about aquatic animal drugs, AQUI-S® 20E, or to apply to participate in USFWS-AADAP INAD 11-741 go to <https://www.fws.gov/fisheries/aadap/inads/AQUI-S20E-INAD-11-741.html> or contact the USFWS-AADAP INAD Administrator Bonnie Johnson at bonnie_johnson@fws.gov or 406-994-9905).
 - d) Carbon dioxide can be used as a fish anesthetic as per FDA rules and requires no withdrawal time;
 - e) As alternative to chemicals, electroanesthesia can be used as a fish anesthetic and requires no withdrawal time.
12. Unless otherwise specified in this permit, release of specimens is allowed only at the exact capture site immediately after capture. Release of fish and marine and freshwater invertebrates at any other site or time requires a transport, release, or planting permit. Relocating wildlife and releasing wildlife other than at the location of capture requires a special permit. The conditions of this permit may specify that no release of certain specimens is allowed. Contact WDFW Fish Program (360-902-2700) or Wildlife Program (360-902-2515) for further information.
13. Temporary holding of wildlife is permitted for identification only. Individuals must be released at site of capture, unless they exhibit evidence of disease.
14. Wildlife Salvage — Notify the WDFW immediately if any State or Federally listed Threatened or Endangered species are encountered or salvaged and any salvaged State or Federal Threatened or Endangered Species must go to a major research collection such as WSU Conner Museum, University of Puget Sound Slater Museum of natural History, or UW Seattle Burke Museum, or as directed by the WDFW.

Reporting Requirements:

Permit renewal is contingent upon submission of a complete Annual Report. Reports must be submitted to WDFW upon completion of the display, education, or research project or the expiration date of the permit, whichever comes first, and must be received no later than 60 days after the expiration of the permit. All reports submitted to WDFW shall include Permit Holder's name and permit number and all required information on the Annual Report Form.

For **anadromous fish and freshwater collections**, the report shall include the 1) Date of collection; 2) Species name (for invertebrates, to the lowest taxonomic level possible); 3) Numbers of each species encountered and/or retained; 4) Location of each sample site, including county, water body, and latitude/longitude or GPS coordinates; 5) Disposition of specimens. This information is to be recorded at each capture site and includes ALL species encountered (or impacted by the collection activity) even if not retained or meant for the study

For **marine collections**, the report shall include the 1) Date of collection; 2) Species name (to the lowest taxonomic level possible); 3) Numbers of each species encountered and/or retained; 4) Location of each sample site, including county, water body, and latitude/longitude or GPS coordinates; 5) Disposition of specimens. This information is to be recorded at each capture site and includes ALL classified and unclassified species encountered (or impacted by the collection activity) even if not retained or meant for the study.

IN ADDITION for:

- i. **Rock scallops** (*Crassodoma gigantea*) include: specific location, mortality of any rock scallop during collection, exact position and depth of specimens collected, and shell length measured from edge to edge at the widest part of the shell.
- ii. **Octopus** (*Enteroctopus dofleini*) include: specific location, individual weight, depth, and sex of octopus taken.

For **wildlife collections**, the annual report shall include all categories on the Annual Report Form including the 1) Date of collection; 2) Species name (common and scientific) with numbers collected, numbers released, and disposition of individuals; 3) Location of collection including GPS coordinates, number of accidental mortalities.

SPECIAL CONDITIONS:

Aquatic Invasive Species (AIS) Conditions:

1. To prevent the spreading of aquatic invasive species, permit holder shall follow the procedures in the attachment, WDFW Protocols For Field Work Version 3 dated February 2016 (or the latest version of this document). For additional information on aquatic invasive species, please visit the WDFW website at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.
2. Permit holder is required to humanely euthanize all collected aquatic invasive species (AIS) classified as "Prohibited aquatic animal species level 1, 2, and 3" under WAC 220-640 except as noted below for transport purposes. Collection of all Prohibited level 1 species¹ must be reported immediately to WDFW with photos of the species and specimens saved until provided to WDFW or directed to dispose. All other prohibited AIS must be euthanized before being removed from the immediate vicinity of the water body where collected and then disposed of in a public landfill system or chemically preserved. Collection and disposal of all other prohibited AIS must be included in a report submitted to WDFW within 30 days using the online reporting form noted below.
3. Permit holder may transport live prohibited AIS outside the immediate vicinity of the water body where collected only under the following conditions:
 - a. Transport to nearest WDFW regional office or headquarters for purpose of identification; AND
 - b. Transported in a secure container to prevent release of either the AIS or any associated water, plant, sediment, animal, or other materials; OR
 - c. Transported as authorized by a separate WDFW AIS Permit secured prior to collection.
4. Contact information:
WDFW Headquarters: 360-902-2700 and request Aquatic Invasive Species Unit Staff
Online reporting form: <https://invasivespecies.wa.gov/report-a-sighting/>
Toll-free: 888-933-9247

¹ Includes: Zebra mussels (*Dreissena polymorpha*), quagga mussels (*Dreissena rostriformis bugensis*), European green crab (*Carcinus maenas*), and all members of the genus Eriocheir (including Chinese mitten crabs), all members of the walking catfish family (Clariidae), all members of the snakehead family (Channidae), silver carp (*Hypophthalmichthys molitrix*), largescale silver carp (*Hypophthalmichthys harmandi*), black carp (*Mylopharyngodon piceus*), and bighead carp (*Hypophthalmichthys nobilis*).

State Threatened, Endangered, or Sensitive Species -- Federal Threatened or Endangered Species

1. ESA listed fish must not be handled if water temperatures exceed 21°C (69.8°F).
2. Each ESA listed fish that must be handled out-of-water for the purpose of recording biological information must be anesthetized. Anesthetized fish must be allowed to recover (e.g., in a recovery tank) before being released. Fish that are simply counted must remain in water but do not need to be anesthetized.
3. When using methods that capture a mix of species, ESA-listed fish must be processed first.
4. Permit holder shall apply measures that minimize risk of harm to listed and unlisted fish. These measures include but are not limited to: limitations on the duration (hourly, daily, weekly) of trapping, limits on trap holding duration of listed fish prior to release; application of procedures to allow safe holding and careful handling and release of listed fish; and allowance for free passage of listed fish when trapping facilities are not being actively operated.

Northern Pikeminnow

All Northern Pikeminnow (*Ptychocheilus oregonensis*) greater than 200 mm in length that are retained and euthanized or an accidental mortality, must be caudal clipped to avoid being submitted to the Pikeminnow Program for reward.

Northern Pike

Any Northern Pike (*Esox lucius*) that are captured shall be killed and retained. Additionally, permit holder shall contact WDFW Fish Biologist Eric Winther (360.906.6749 (office), 360.601.3607 (cell), or Eric.Winther@dfw.wa.gov to arrange for disposal.

Electrofishing Standards

Overall, electrofishing shall be conducted in a manner that minimizes stress and injury to aquatic species and assures human safety.

1. Electrofishing shall be avoided when environmental factors exist that would prevent samplers from being able to observe or detect target species.

- a. Turbidity.
 - b. Temperature (see standard no. 3).
 - c. Flow.
2. Electrofishing is prohibited in identified bull trout habitat and salmonid spawning areas during time of spawning and incubation (when eggs are in the gravel).
 3. Electrofishing is prohibited when water temperatures are below 4 degrees Celsius or above 18 degrees Celsius prior to concluding the electrofishing survey (per the NOAA guidelines at http://www.westcoast.fisheries.noaa.gov/permits/section_4d.html under "resources" "electrofishing"). The intent of this prohibition is to prevent mortality and/or disease that could be attributed to additional stresses from electrofishing placed on fish that are already stressed from elevated water temperatures.
 4. Aquatic species must be removed from the electrical field immediately; avoid holding fish or other aquatic species in net when electrical current is on.
 5. Electrofishing must always be conducted with at least 2 people for safety and for greater sampling efficiency. Electrically rated rubber gloves (lineman) and non-breathable waders should be worn by sampling crew. A separate hand-held net must always be positioned downstream from the anode so that fish, which are exposed to the electrical field, will not be swept away in the current without being detected.
 6. Use electrofishing settings that minimize injury to aquatic species:
 - a. Use electrofishing units with straight direct current (DC) settings if possible.
 - b. If straight DC is not an option, begin by sampling with lower frequencies or pulse rates (30 Hz).
 - c. Avoid electrofishing units that cannot produce pulsed DC with frequencies less than 60 Hz.
 - d. If Duty Cycle is a programmable option on your unit, use 15%. If Pulse Width is a programmable option on your unit, use 5 milliseconds. These settings are documented to minimize injury rates and are highly effective under a wide range of conductivities.
 - e. Never use any form of alternating current (AC) output.

An Annual Report must be submitted before renewal of next year's permit is granted. Under **RCW 77.15.660**, a violation of the terms or conditions of the scientific permit or any WDFW rule applicable to the issuance or use of the permit is a gross misdemeanor if the violation involves big game or big-game parts. It is also a gross misdemeanor under RCW 77.15.660 to purchase or sell big game or big-game parts that were taken or acquired with a scientific permit. Under **RCW 77.15.160**, a violation involving anything other than big game or big-game parts is an infraction.

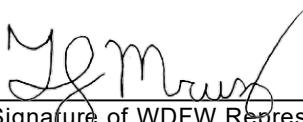
By signing below, I, Scott Hopkins, agree to abide by the conditions set forth in the Scientific Collections Permit issued by the Washington Department of Fish and Wildlife. I agree to all the conditions outlined in **WAC 220-200-045** and **RCW 77.32.240**. I also certify that if **firearms** are being used for collection under this permit, all persons who will use firearms are legally capable of possessing firearms (per WAC 220-200-045(3)(e)).

This permit is not valid until signed by the permit holder and the WDFW Representative.

Scott Hopkins
Digitally signed by Scott Hopkins
 DN: cn=Scott Hopkins, o=Chelan County PUD,
 ou=F&W, email=scott.hopkins@chelanpud.org,
 c=US
 Date: 2021.03.02 10:59:56 -08'00'

 Signature of Permit Holder

 Date



 Signature of WDFW Representative

 3 March 2021

 Date

THIS PERMIT MAY BE REVOKED OR MODIFIED AT THE DISCRETION OF THE DIRECTOR OR THE DIRECTOR'S DESIGNEE.