

# Consistency with *U.S. v Oregon* 2008-2017 Management Agreement



LSRCP Annual Meeting 3/10/2014  
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# Objectives of Presentation

1. Provide an understanding of the current 2008-2017 Management Agreement.
2. Why is consistency with the 2008-2017 Agreement needed for LSRCP programs?
3. Issues for the renegotiation of the Agreement.



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# *U.S. v. Oregon* and the 2008-2017 *U.S. v. Oregon* Management Agreement

- Implements the Columbia Treaty Tribes reserved fishing rights through the U.S. District Court of Oregon
  - 50/50 harvestable surplus
  - Reserved right to fish, “at all usual and accustomed places”.
  - Fish management that is reasonable, non-discriminatory, prudent, conservation-minded
- Parties to Agreement
  - States (OR, WA, ID)
  - Columbia River Treaty Tribes (YIN, CTUIR, CTWSRO, NPT)
  - Shoshone-Bannock Tribes
  - Feds (NMFS, USFWS, BIA)
- Two Major Components - Production and Harvest



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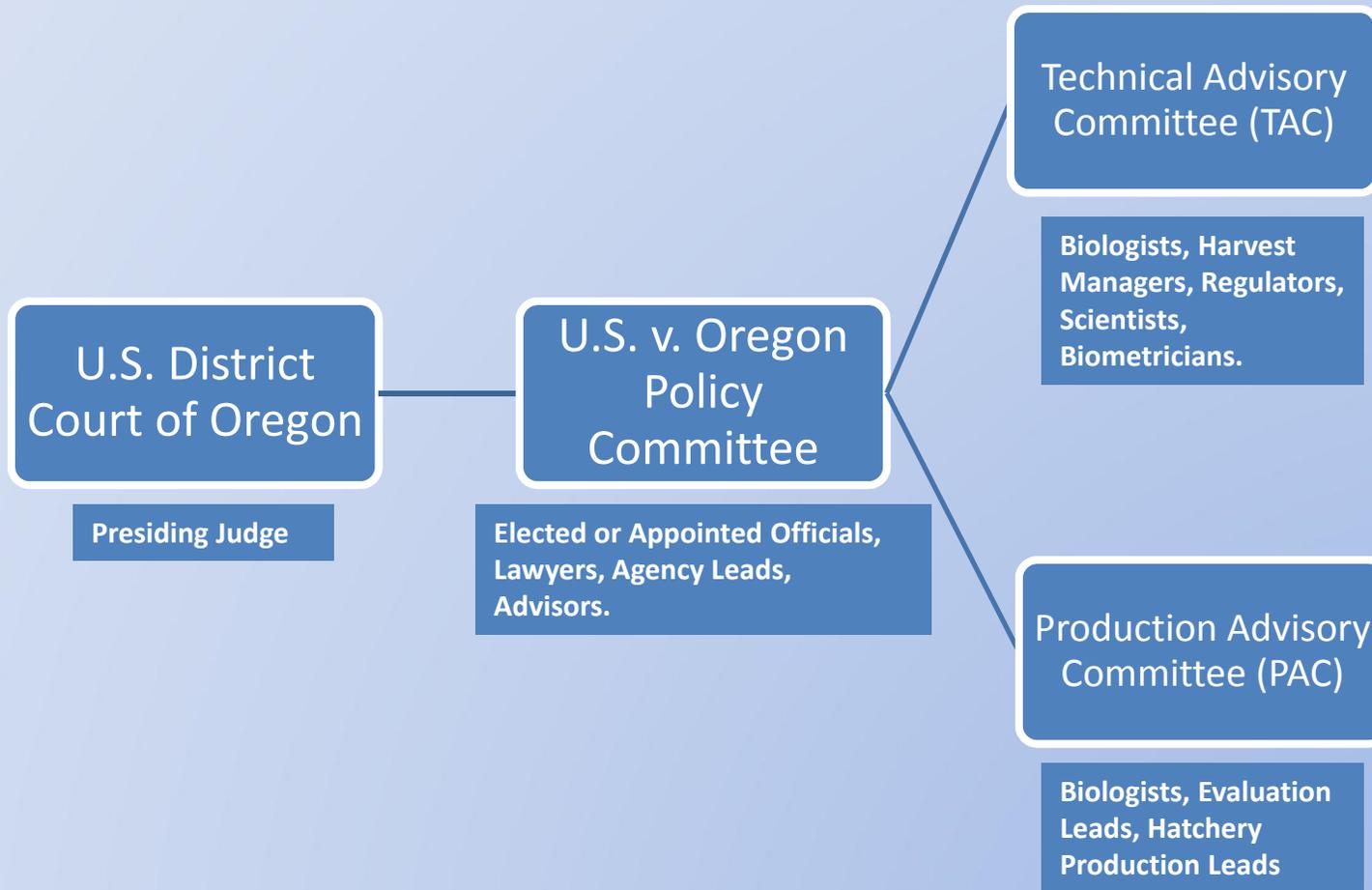
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# Structure of *U.S. v. Oregon* Management Framework



Release Site	Rearing Facility	Stock	Life stage	Target Release Number	Mark 1	Non- Ad-Clipped 2	Primary Program Purpose	Funding	Foot-notes
Asotin	TBD	TBD	Smolt	TBD	TBD	TBD	Supplementation	LSRCP/BPA FCRPS	
On Station	Kooskia NFH	Kooskia/ Clearwater/ RR	Smolt	600,000	500,000 Ad- Clip, CWT	50,000	Fishery/ Supplementation	FWS	11, 12
On Station	Dworshak NFH	Dworshak/ Clearwater/ RR	Smolt	1,050,000	100% Ad- Clip	0	Fishery	LSRCP	24

11. The NPT, IDFG, and USFWS have agreed to utilize ISS and other supplementation information to develop an integrated broodstock management guideline to reimplement supplementation in Clear Creek. Planning will occur in 2008 with broodstock management protocols to be implemented with BY09. Kooskia stock will be utilized for supplementation of Clear Creek. Fish production will be prioritized with the first 50,000 (non ad-clipped) allocated for supplementation of Clear Creek, the next 500,000 (ad-clipped) for fishery purpose. Production in excess of 550,000 will be discussed by the Parties to allocate to supplementation or fisheries. The Parties are working to assess options to increase smolt production from Kooskia Hatchery either through programmatic changes or facility modifications. As a result, the target release number may change during the course of this Agreement.

24. Representative CWT groups will be determined annually by the local co-managers during the Annual Operation Plan meeting to be consistent with co-manager monitoring and evaluation goals and objectives.



**Table A3. Fall Management Period Chinook Harvest Rate Schedule**

Expected URB River Mouth Run Size	Expected River Mouth Snake River Natural Origin Run Size <sup>1</sup>	Treaty Total Harvest Rate	Non-Treaty Harvest Rate	Total Harvest Rate	Expected Escapement of Snake R. Natural Origin Past Fisheries
< 60,000	< 1,000	20%	1.50%	21.50%	784
60,000	1,000	23%	4%	27.00%	730
120,000	2,000	23%	8.25%	31.25%	1,375
> 200,000	5,000	25%	8.25%	33.25%	3,338
	6,000	27%	11%	38.00%	3,720
	8,000	30%	15%	45.00%	4,400

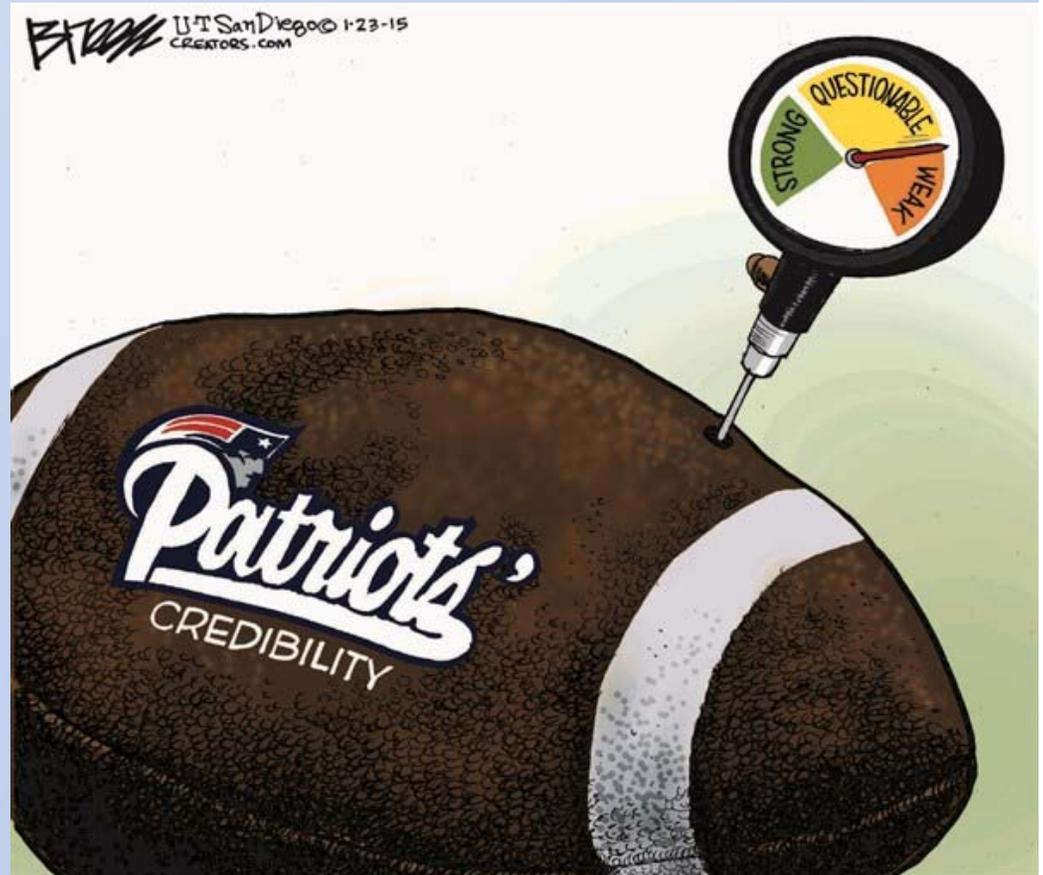
Footnotes for Table.

1. If the Snake River natural fall Chinook forecast is less than level corresponding to an aggregate URB run size, the allowable mortality rate will be based on the Snake River natural fall Chinook run size.
2. Treaty Fisheries include: Zone 6 Ceremonial, subsistence, and commercial fisheries from August 1-December 31.
3. Non-Treaty Fisheries include: Commercial and recreational fisheries in Zones 1-5 and mainstem recreational fisheries from Bonneville Dam upstream to the confluence of the Snake River and commercial and recreation SAFE (Selective Areas Fisheries Evaluation) fisheries from August 1-December 31.
4. The Treaty Tribes and the States of Oregon and Washington may agree to a fishery for the Treaty Tribes below Bonneville Dam not to exceed the harvest rates provided for in this Agreement.
5. Fishery impacts in Hanford sport fisheries count in calculations of the percent of harvestable surplus achieved.
6. When expected river-mouth run sizes of naturally produced Snake River Fall Chinook equal or exceed 6,000, the states reserve the option to allocate some proportion of the non-treaty harvest rate to supplement fall Chinook directed fisheries in the Snake River.



# Why do we need consistency?

- Legal
- Signatory to Agreement, all kinds of justifications within the language.
- *“The Parties agree to make a good faith effort to work collaboratively on any necessary modification to this Agreement. In so doing, the concerns and needs of all Parties will be accounted for to the extent possible.”*
- Changing the Agreement happens regularly for the production tables.



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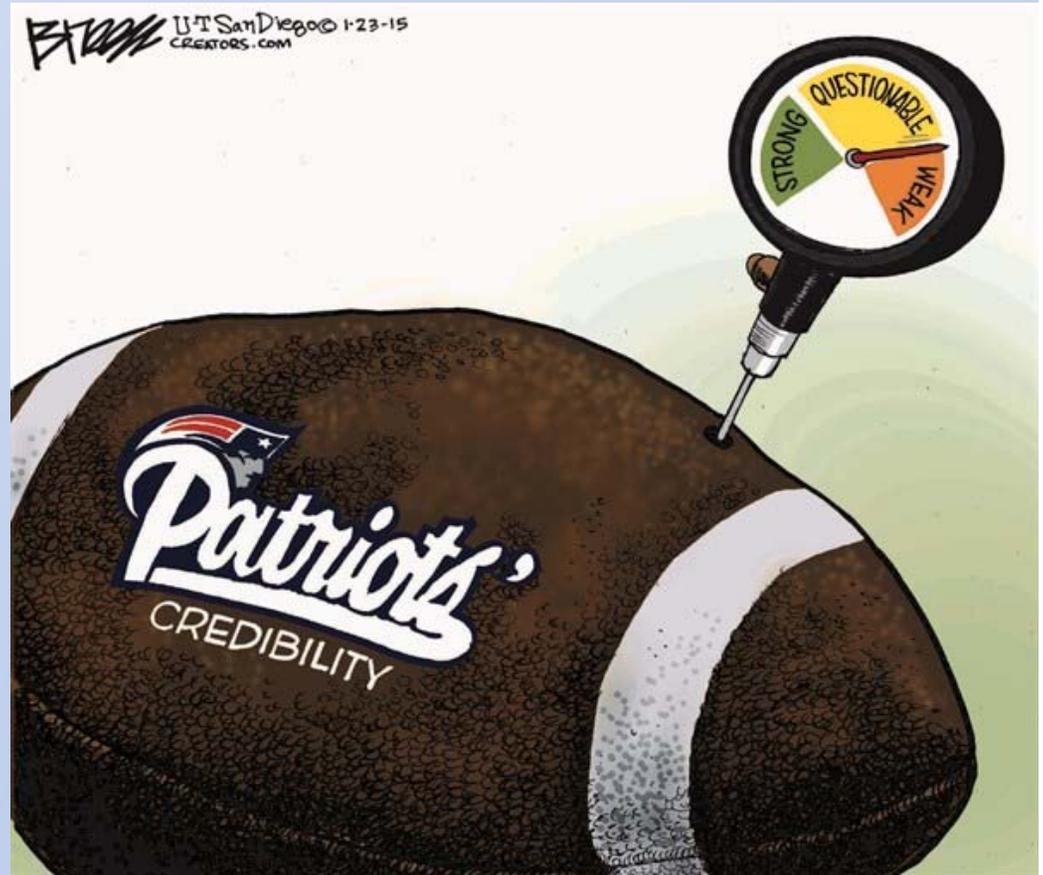
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# Why do we need consistency?

- Legal
- *“The Parties' stated intent to implement the production actions described in this Agreement is an important consideration to the Tribes. These production actions, in conjunction with other enhancement efforts, habitat protection, hydrosystem management, and harvest management, are intended to ensure that Columbia River fish runs continue to provide a broad range of benefits in perpetuity.”*



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# Why do we need consistency?

- Legal
- *“The Parties hereby commit to a good faith effort to meet the juvenile release programs identified in Tables B1, B2, B3, B4(A or B), B5, B6, and B7. However, juvenile release levels will be dependent on obtaining adequate returns of broodstock, maintaining adequate facility rearing space, and funding to accomplish the agreed-to production programs.”*



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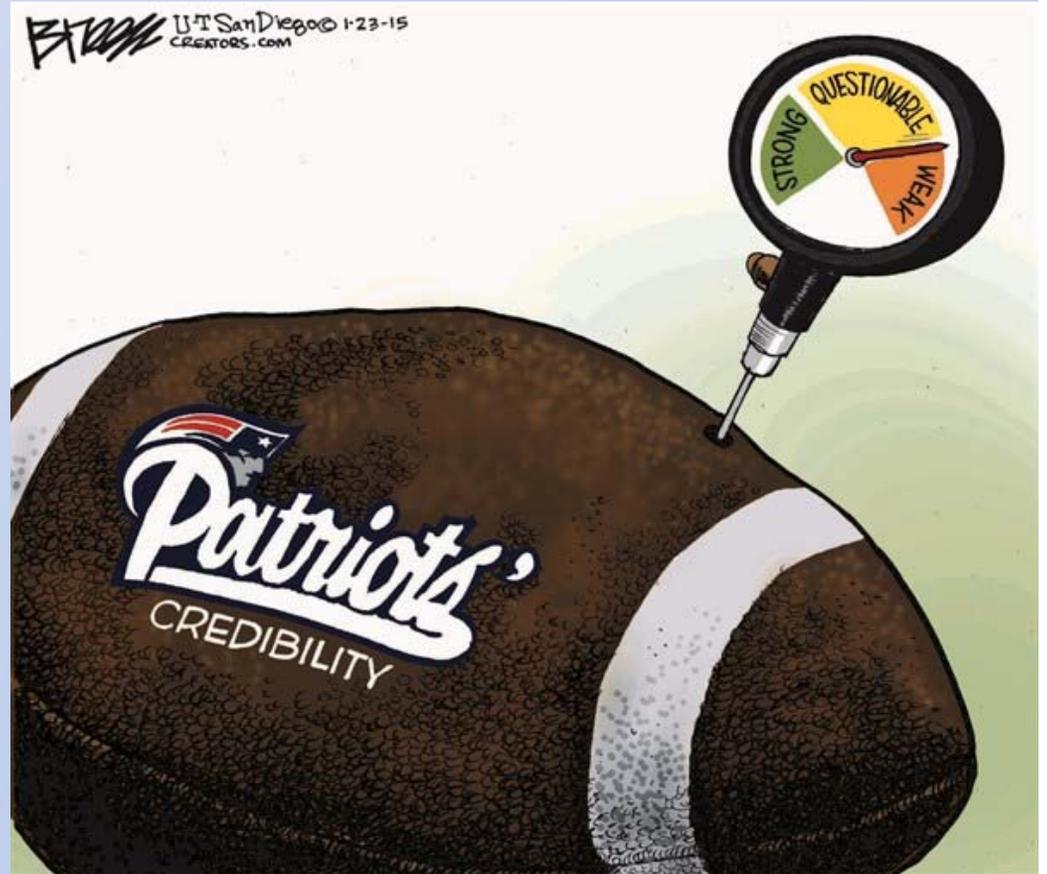
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# Why do we need consistency?

- Legal
- *“For production programs that are not included in Tables B1-B7, the Parties commit annually to provide their individual production plans for review and discussion by the PAC. As a result of this review, the PAC will determine if there are issues that should be forwarded to the Policy Committee. Any such issues will be discussed annually at the Mid-Winter Meeting or otherwise designated negotiation session.”*



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# Why do we need consistency?

- Accountability
  - Transparency
  - Scrutiny
    - Externally/Internally
    - Amongst Cooperators, Funding Agencies
    - 3<sup>rd</sup> Parties.



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# Why do we need consistency?

- Permitting
  - ESA Consultation (HGMP)
  - Part of your cooperative agreement.

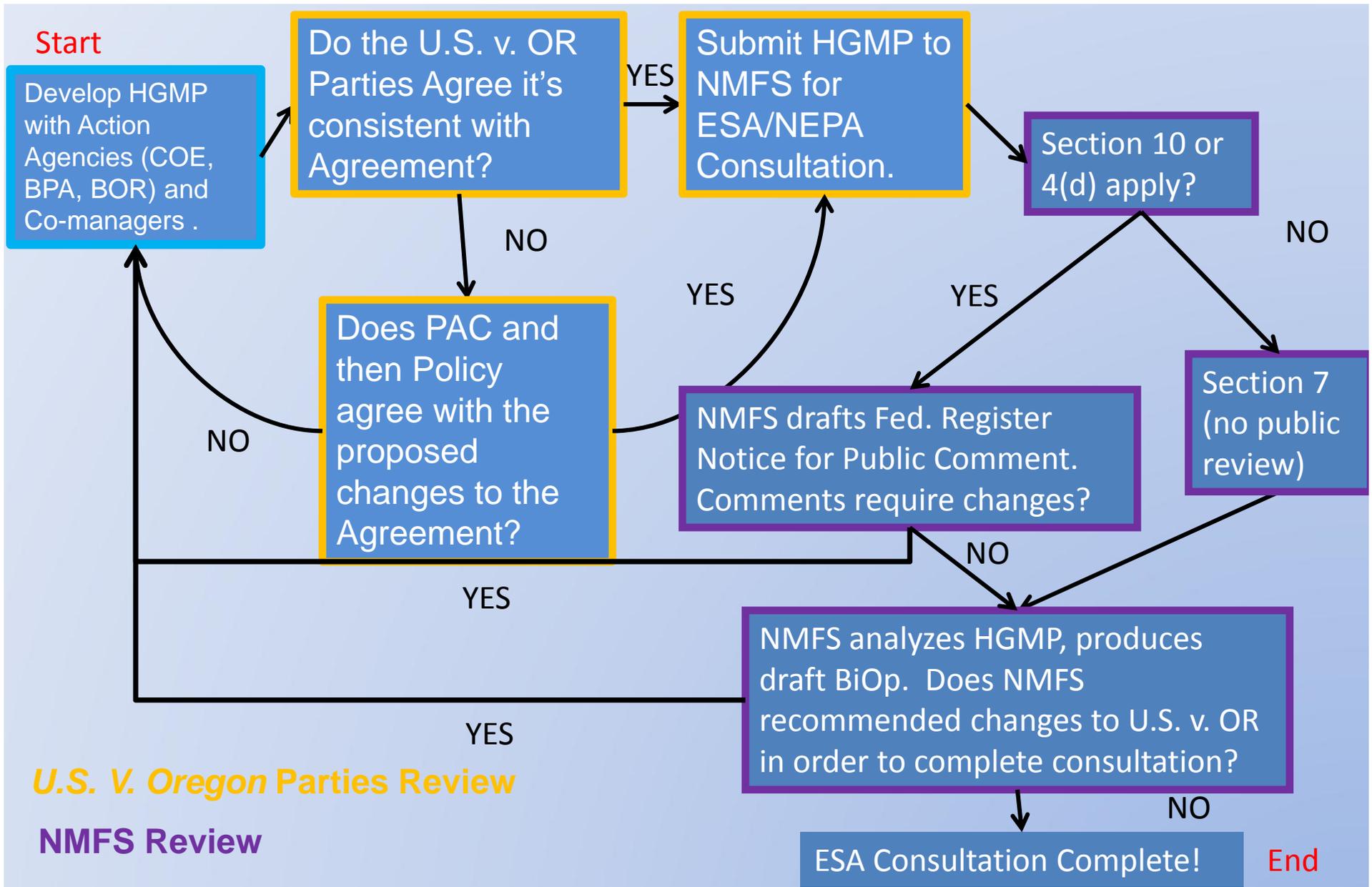


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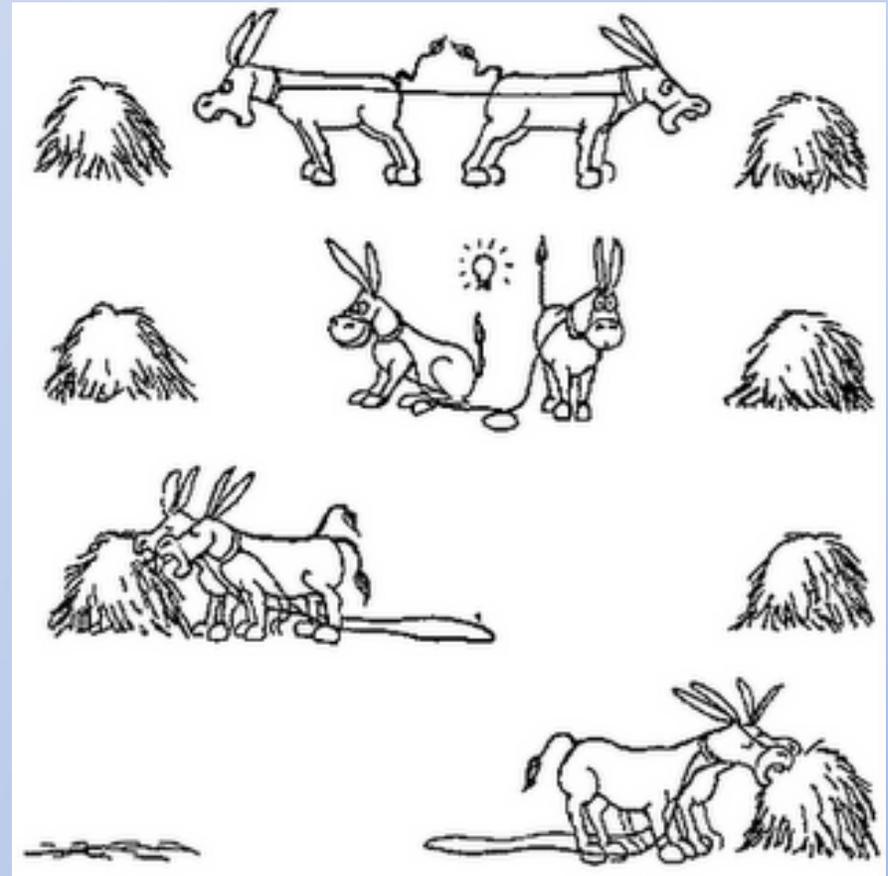


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# Negotiation of Next Agreement

- Agreement sunsets BY 17 (BY18 for steelhead)
- Successful renegotiation likely needs alignment of;
  - Columbia Basin Accord Agreement
  - FCRPS BiOp
  - Hatchery and Harvest Consultations Completed (or most contentious programs completed).
- Must have local, regional and Policy coordination.



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# Common Points of Negotiation

- Implementation of hatchery review recommendations.
- Production outside of Agreement and B-Steelhead production
- Adult Management
- Marking
- Consultations for programs on ESA-impacts.
- Improved dispute resolution at Policy level.



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# Summary

- Service has Tribal Trust and Legal obligations within the Management Agreement that identify consistency.
- Signatories have obligations outlined within Agreement that promote transparency and consistency.
- Renegotiation of the Management Agreement is coming, will be fun.



# Seven Questions to Knowing Your Audience

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## 1 What are they like?

Energetic, knowledgeable, inquisitive, informed but perhaps not working understanding of U.S. v. Oregon and ESA.

Might see this as unnecessary information.

## 2 Why are they here?

To find out issues important to their programs and to learn about LSRCP issues and programs from their funding source.

To work on issues with cooperators, talk about programs, learn about other LSRCP issues/programs.

## 3 What keeps them up at night?

Funding concerns, partners pleasure/displeasure with their programs, not meeting production, hatchery infrastructure or operational issues, workplace disagreements.

## How can you solve their problem?

4 This will identify what the U.S. v. Oregon Agreement is and why they need to be mindful of changing programs without going through proper process and what proper process is.

## 5 What do you want them to do?

Take message to heart that changing or not meeting programs as they are outlined in Agreement is an accountability, credibility, legal and permitting issue for their facilities.

## 6 How can you best reach them?

Provide briefing through discussion of power point. Make it a conversation. Don't inundate with information, keep it light so questions get asked.

## 7 How might they resist?

Poorly understood points, seeing others as not accountable or these requirements unnecessary, uncomfortable with advancing issue with their Policy folks or with cooperators.