NRCS SNOTEL Cooperative Maintenance Agreement No. 68-0436-0-116

COOPERATIVE AGREEMENT BETWEEN

CHELAN PUD

AND THE

USDA NATURAL RESOURCES CONSERVATION SERVICE

FOR

SNOTEL SITE MAINTENANCE

This Cooperative Agreement is by and between Chelan PUD, Washington, (hereinafter "Sponsor") and the United States Department of Agriculture, Natural Resources Conservation Service, (hereinafter "NRCS").

I. AUTHORITIES:

A. For NRCS:
   1. Snow Survey Program, 16 U.S.C. 590a-f (CFDA No. 10.907);
   2. Snow Survey and Water Supply Forecasting, 7 C.F.R. 612

B. For Sponsor:
   a. Public Utility District Act Title 54 RCW
   b. Public Utility District Act Chapter 39.34 RCW

II. PURPOSE:

A. NRCS installs, operates, and maintains an extensive, automated system (SNOwpack TELEmetry or SNOTEL) designed to collect snowpack and related climatic data in the Western United States and Alaska. In 1935, NRCS, then the Soil Conservation Service, established a formal cooperative Snow Survey and Water Supply Forecasting (SS-WSF) Program to conduct snow surveys and develop accurate and reliable water supply forecasts. The SS-WSF Program has grown into a network of more than 1,200 manually-measured snow courses and over 750 automated SNOTEL stations in 13 Western States, including Alaska. The Program provides stream flow forecasts for over 740 points in the West. The data, as well as related reports and forecasts, are made available—in near real time for the automated SNOTEL sites—to private industry; to Federal, State, and local government entities; and to private citizens through an extensive Internet delivery system and other distribution channels.

B. In September 1988, NRCS and Chelan PUD entered into NRCS SNOTEL Cooperative Maintenance Agreement No. 68-0436-4-13 for the maintenance of Miners Ridge SNOTEL site. The 1988 agreement is hereby terminated and replaced with the provisions set forth herein.

C. Whereas NRCS and Sponsor desire to obtain continuous long term climate data within the snow zone of the surrounding area and use this data for enhanced water supply forecasting capabilities, NRCS and Sponsor hereby enter into this Cooperative Agreement for SNOTEL Maintenance for the purpose of delineating the parties' respective roles and responsibilities in operating and maintaining the SNOTEL sites at the Lyman Lake and Park Creek Ridge locations. The table below summarizes the goals of this agreement.
III. AGREEMENT:

A. NRCS AGREES:

1. In consideration of the promises herein, including those described in III.B. to calibrate, operate, and maintain all "standard" SNOTEL site equipment, including sensors, to assure automatic measurement of snow water content, snow depth, cumulative precipitation, and air temperature. Non-standard SNOTEL site equipment may be substituted only upon written agreement of NRCS and Sponsor.

2. To transmit the data generated by the SNOTEL site digitally to the NRCS central computer in Portland, Oregon. The data will be provided to Sponsor through Internet Web Based Home Pages and FTP locations, or through the Oregon Data Collection (DCO) Office in Portland, Oregon (see Attachment S_SNOTEL Data Access).

3. To provide Sponsor with site plan maps, snow sample collection notes and reference materials as requested.

4. To obtain, and keep in force, the necessary, National Forest permits, land use agreements, rights-of-way, and access for all sites and provide copies to Sponsor. NRCS agrees to forward updates and renewals to Sponsor as requested.

5. To designate the following individual as the NRCS Principal Contact:
   Jon Lea: Leader-Inventory and Assessment Team
   Email: jon.lea@or.usda.gov
   Phone: (503) 414-3267
   Fax: (503) 414-3277

6. To accept as reimbursement in full for NRCS' undertakings described in this Agreement, the consideration stated in Section III.B. below.
B. CHELAN PUD AGREES:

1. To reimburse NRCS $3,000 per year for SNOTEL site maintenance at Lyman Lake and Park Creek Ridge ($3,000 covers both sites), with the first payment due upon Sponsor’s receipt of an NFC-63 “Bill for Collection” on October 1st as shown in the following Cost Summary Table:

<table>
<thead>
<tr>
<th>DATE</th>
<th>MAINTENANCE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1, 2010</td>
<td>$3000</td>
</tr>
<tr>
<td>October 1, 2011</td>
<td>$3000</td>
</tr>
<tr>
<td>October 1, 2012</td>
<td>$3000</td>
</tr>
<tr>
<td>October 1, 2013</td>
<td>$3000</td>
</tr>
<tr>
<td>October 1, 2014</td>
<td>$3000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

2. That the SNOTEL equipment installed at the site is the property of NRCS and has an average depreciation of 10 years. At the term of depreciation, all equipment will remain the property of NRCS. At that time, the Sponsor will have first option of continuing sponsorship of the site(s) upon such terms as the parties may mutually agree in writing. If the Sponsor chooses not to continue sponsorship, NRCS will have the right to retain, move or otherwise dispose of the equipment. In the case of catastrophic event, such as fire, continuing vandalism and theft, or major component failure that might involve partial or complete damage or major replacement and which occurred other than as the result of NRCS’ sole negligence, NRCS shall be under no obligation to repair or replace SNOTEL site equipment, and this Agreement shall terminate upon such event as to the affected site(s). Instead, Sponsor and NRCS will reevaluate the program and decide on a course of action.

3. Coordinate with NRCS and keep in force the necessary agency, county, state and private landowner permits, rights-of-way, and access for all sites. Copies, updates and renewals will be provided as needed to the NRCS to insure both parties are in possession of current permits and access.

4. To pay for all the helicopter costs associated with maintenance and scheduled snow survey sampling at Lyman Lake and Park Creek Ridge SNOTEL sites. These sites are not accessible by overland transportation. Helicopter costs are not reflected in the annual maintenance fee (see attachment B).

5. Use the computer protocol and procedures as outlined in Attachment S - SNOTEL Data Access.

6. That NRCS shall have unlimited rights in the data generated pursuant to this Agreement as described in 48 C.F.R. Part 27.404-1.

7. To designate the following individual as the Sponsor’s Principal Contact:
   Scott Buehn
   Power Resource Engineer
   Chelan County PUD
   509-661-4828
   scott.buehn@chelanpud.org
C. IT IS MUTUALLY AGREED:

1. SNOTEL is a continuous, long term program designed to collect climatologic data from remote locations. A period of record greater than 10 years is essential for establishing accurate averages for water supply forecasting. It is the intent of both NRCS and Sponsor to cooperate in maintaining and upgrading the proposed system for as long as mutually deemed appropriate and cost effective.

2. It is the intent of the NRCS and Sponsor to fulfill their respective obligations under this Agreement. However, the Parties recognize that NRCS and the Sponsor cannot make commitments in excess of appropriated funds authorized by law or administratively made available. If NRCS or Sponsor cannot fulfill its obligations because of lack of appropriated funds, this Agreement will automatically terminate upon receipt of written notification by NRCS or the Sponsor certifying the lack of funding.

3. This agreement may be modified only by a written revision to this Agreement upon consent of the State Conservationist, representing NRCS, and the authorized representative of the Sponsor.

4. This Cooperative Agreement and attachments contain all understandings between the parties, and there are no other agreements, understandings, or representations other than those set forth or incorporated by reference herein.

5. The effective period of this Agreement shall be from October 1, 2010 to September 30, 2015. This agreement may be terminated by either party upon ninety (90) days' written notice to the other party. NRCS shall have a reasonable time period following termination within which to remove the equipment described in this Agreement.

6. All informational materials and/or presentations developed in whole or part under this agreement shall acknowledge their development pursuant to the partnership of the NRCS and Sponsor. A copy of all such materials, if any, shall be provided to the NRCS, and other partners shall have the right to use, reproduce, and distribute copies of materials under this Agreement. The NRCS shall be recognized in writing as a co-sponsor of all events conducted with funding from this Agreement with a statement such as "Funding was provided by the USDA, Natural Resources Conservation Service", or similar content.

7. Each party shall be liable for the negligent acts or omissions of their own employees and agents in the course and scope of their employment.

8. By signing this Agreement Sponsor, and any recipient of benefits hereunder, assures the Department of Agriculture that the program or activities provided for under this Agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

9. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.

10. This contract is comprised of this Cooperative Agreement and the following Attachments:
   - Attachment B - Explanation of Benefits of Annual Maintenance Fee
   - Attachment S - SNOTEL Data Access
   - Attachment E - Standard SNOTEL Equipment
Non-Discrimination Statement

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisals, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on the dates indicated.

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

BY: ______________________________
RONALD ALVARADO
State Conservationist, Oregon
NRCS Authorized Representative
As designated by:
NRCS GM-130 400 B 11 E-400.11 MSD
DATE: AUG 23 2010
DANNY BURGETT, Acting STC

NRCS CONTACTS
Billing Agency Financial Contact:
Gail A. Vogue, Budget Analyst
1201 NE Lloyd Blvd Suite 900
Portland OR, 97232
503-414-3219
mailto:gail.vogue@or.usda.gov

Jon Lea
Data Collection Office
Natural Resources Conservation Service
1201 NE Lloyd Blvd Suite 900
Portland, OR 97232
503-414-3267
mailto:jon.lea@or.usda.gov

Scott Pattee
Water Supply Specialist
Natural Resources Conservation Service
2021 E. College Way, Suite 214
Mount Vernon, WA 98273
360-428-7884, ext 141
mailto:scott.pattee@wa.usda.gov

CHelan PUBLIC UTILlTY DISTRICT

BY: ______________________________
JOHN JANNEY
General Manager
CHelan PUD Authorized Representative
As designated by:
Title 54 RCW, Chapter 39.34 RCW
DATE: 10-21-2010

CHelan PUD CONTACTS
Billing Contact:
Accounts Payable
CHelan County PUD
PO Box 1231
Wenatchee, WA 98807-1231
509-661-4485

Technical Contact:
Scott Buehn
Power Resource Engineer
CHelan County PUD
P.O. Box 1231
Wenatchee, WA 98807-1231
509-661-4828
mailto:scott.buehn@chelanpud.org

SPONSOR NAME  TAX ID NUMBER
CHelan PUD 91-6001053
MODIFICATION NO. 1

to the

COOPERATIVE AGREEMENT

between

USDA NATURAL RESOURCES CONSERVATION SERVICE, OREGON

and the

CHelan PUBLIC UTILITY DISTRICT

Purpose: To add maintenance fees to the Park Creek Ridge which was not included in the original agreement.

II.C. Table in Section II.C is replaced with the following:

<table>
<thead>
<tr>
<th>SNOTEL SITE</th>
<th>Chelan PUD Financial Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lyman Lake</td>
<td>Annual SNOTEL Maintenance and Helicopter Fees</td>
</tr>
<tr>
<td>Park Creek Ridge</td>
<td>Annual SNOTEL Maintenance and Helicopter Fees</td>
</tr>
</tbody>
</table>

III.B.1 Section III.B.1 is replaced with the following: To reimburse National Resource Conservation Service $6,000 per year for SNOTEL site maintenance at Lyman Lake and Park Creek Ridge ($6,000 covers both sites), with the first payment due upon Sponsor's receipt of an NFC-63 "Bill for Collection" on October 1st as shown in the following Cost Summary Table.

Table 1 – Cost Summary Table

<table>
<thead>
<tr>
<th>DATE</th>
<th>MAINTENANCE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1, 2010</td>
<td>$ 6000</td>
</tr>
<tr>
<td>October 1, 2011</td>
<td>$ 6000</td>
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<tr>
<td>October 1, 2012</td>
<td>$ 6000</td>
</tr>
<tr>
<td>October 1, 2013</td>
<td>$ 6000</td>
</tr>
<tr>
<td>October 1, 2014</td>
<td>$ 6000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

All other terms and conditions of the agreement remain unchanged.
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: [Signature]

RONALD ALVARADO
State Conservationist, Oregon
NRCS Authorized Representative
As designated by:
NRCS GM-130 400 B 11 E-400.11 MSD

Date: 12/03/10

CHELAN PUBLIC UTILITY DISTRICT

By: [Signature]

JANET JASPERS
Energy Planning and Trading Manager
Chelan PUD Authorized Representative
As designated by:
Title 54 RCW, Chapter 39.34 RCW

Date: 11-5-10
September 2, 2010

Scott Buehn, P.E.
Power Resource Engineer
Chelan County PUD
P.O. Box 1231
Wenatchee, WA 98807-1231

Re: Transmittal of Mod. 1 to Agreement Document, 68-0436-0-116

Enclosed is a fully signed copy of Mod. 1 to the above-referenced reimbursable agreement for your files. Please forward to whoever needs it.

If you have any questions, please give me a call at 503-414-3212.

Sincerely,

[Terry Mitchell]

Terry Mitchell
Contracting Officer
USDA, NRCS
Portland, OR
503-414-3212

Encl.

cc: Jon Lea, Leader-Inventory and Assessment Team, NRCS, Portland, OR
    Sheila Strachan, Hydrologist, NRCS, Portland, OR
    Scott Pattee, Water Supply Specialist, NRCS, Mt. Vernon, WA