MEMORANDUM OF UNDERSTANDING

PROVIDING FOR

DEBRIS CONTROL IN THE COLUMBIA RIVER

This Memorandum of Understanding entered into on this 26th day of May 1961, among the CORPS OF ENGINEERS (hereinafter called the Corps), the BUREAU OF RECLAMATION (hereinafter called the Bureau), the NATIONAL PARK SERVICE (hereinafter called the Service), PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON (hereinafter called Grant PUD), and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON (hereinafter called Chelan PUD),

W I T N E S S E S T H :

WHEREAS, the Corps, the Bureau, Grant PUD, and Chelan PUD (hereinafter collectively called the Operators) have constructed hydroelectric dams in the Columbia River and tributaries; and

WHEREAS, the Service is the duly authorized agency having administrative control of the Coulee Dam National Recreation Area, which includes Franklin D. Roosevelt Lake and all Bureau of Reclamation properties along its shores except the Grand Coulee Dam and surrounding lands known as the Reclamation Zone; and

WHEREAS, debris, consisting principally of logs, snags, and slash from logging operations and uprooted trees and brush upriver from Grand Coulee Dam, floats downriver (portions being deposited on the shores of Franklin D. Roosevelt Lake, the pool back of Grand Coulee Dam, and returned to the river during high water); and
WHEREAS, the action of the above-said debris floating down river damages the dam facilities located on the Columbia River and increases the cost of operation and maintenance thereof, thus adversely affecting all dam operations on the river; and

WHEREAS, the debris also constitutes a hazard to and interference with recreation on the Columbia River, particularly boating; and

WHEREAS, the parties hereto desire to take measures to control the above-said debris which will benefit all such operators, as well as recreationists and the public, and to allocate the cost thereof among the parties hereto, which said allocation will reflect the fact that the Corps is assuming major responsibilities for debris removal from the Snake River and the Columbia River below the mouth of the Snake River.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Construction, Operation and Maintenance of Debris Control Facilities.**
   
   (a) Debris control facilities, consisting primarily of a system of log booms, shall be installed, operated and maintained in Franklin D. Roosevelt Lake, for the purpose of collecting debris floating downstream and disposing of it at selected sites.

   (b) Construction, operation and maintenance of the debris control facilities and disposal of collected debris shall be administered by the Bureau. Maintenance, as used in this agreement, includes replacement. Prior to commencing construction under this agreement, the Bureau will submit to the other parties hereto plans for said construction and an operating program, which
said plans and program shall require approval by each party hereto before any obligation shall arise for making contributions under Section 3. The Bureau will give like notification of any changes in said plans and program.

(c) The Bureau shall furnish all required labor, materials, supplies and equipment to construct, operate and maintain the debris control facilities and to dispose of collected debris. All work shall be done by contract or force account, or both, and all materials, supplies and equipment shall be procured and disposed of, in the same manner and subject to the same limitations as are generally applicable when contributed funds are used by the Bureau.

(d) Construction of said debris control facilities shall commence as soon as practical after necessary funds are deposited to defray the costs thereof, in accordance with Section 3 hereof, and operation and maintenance of such facilities and disposal of collected debris shall commence after completion of such facilities and shall continue on a fiscal year basis beginning on July 1 and ending on the following June 30.

2. Cost of Construction, Operation and Maintenance, and Allocation Thereof.

(a) The total cost of construction of the debris control facilities is not to exceed One Hundred Fifty Thousand Dollars ($150,000). The average annual cost of operation and maintenance thereof is estimated to be Fifty Thousand Dollars ($50,000). It is recognized, however, that this latter figure may vary considerably from year to year depending on replacement necessities and the flow of the river.
(b) The cost of construction and of operation and maintenance shall be allocated between the Operators as follows: The Corps, 37-1/2 per cent; the Bureau, 37-1/2 per cent; Grant PUD, 16 per cent; and Chelan PUD, 9 per cent.

3. Trust Fund.

(a) As soon as the necessary funds are available to the Operators, they shall advance their respective percentages of contribution as specified in subsection (b) of Section 2 hereof. After completion of the debris control facilities, each such Operator shall on July 1 of each year or as soon thereafter as possible, upon receipt of notice from the Bureau describing operation and maintenance plans for the forthcoming year and the estimated cost thereof, and approval thereof in accordance with subsection (b) of Section 1 hereof, advance its percentage of contribution for operation and maintenance, as specified in subsection (b) of Section 2 hereof.

(b) The Bureau shall hold all contributions under this section by depositing them in a trust account in the United States Treasury, subject to withdrawal as provided in 31 U.S.C., 1958 ed., Sections 725r and 725s, for payment of the cost of performing the obligation imposed upon the Bureau by Section 1 hereof.

(c) If the initial contributions advanced for construction of the debris control facilities are insufficient to defray the total cost of completion thereof, the Operators shall advance such additional amounts, according to their respective percentages of contribution specified in subsection (b) of
Section 2 hereof, as is necessary to complete such construction but not to exceed a total from all Operators of One Hundred Fifty Thousand Dollars ($150,000).

(d) If in any year the amount available under this agreement for operation and maintenance of the debris control facilities are insufficient to defray the cost thereof, the Operators shall pay such additional amounts, according to their respective percentages of contribution specified in subsection (b) of Section 2 hereof, as is necessary to defray the total cost of operation and maintenance for that year.

4. Accounting and Refunds.

(a) Within a reasonable period of time following completion of construction of the debris control facilities, the Bureau shall furnish to the other Operators a full accounting, showing the receipts credited to and the expenditures charged against the trust fund for construction, and thereafter, within a reasonable period of time following July 1 of each year of operation and maintenance of the completed facilities, the Bureau shall furnish a like accounting of the trust fund for such operation and maintenance.

(b) Any remaining balance in the trust fund for construction after completion of the facilities, and any remaining balance in the trust fund for operation and maintenance at the end of each fiscal year, shall be refunded to the Operators, according to their respective percentages of contribution, within a reasonable period of time after the accounting is furnished in each case.
5. **Ownership and Disposal of Property Acquired for Debris Control.**

Title to all property, including constructed facilities, equipment, materials and supplies, which is acquired for debris control by expenditures from the trust fund shall be held in trust by the Bureau to carry out the purposes of this Memorandum of Understanding. Any such property remaining whenever operations are discontinued hereunder, shall be disposed of as mutually agreed to by the Operators.

6. **Disposal of Debris on the Shores of Franklin D. Roosevelt Lake.**

   (a) The Service shall undertake the disposal of debris that will refloat, presently located on the shores of Franklin D. Roosevelt Lake, and keep the same clear of such debris as accumulates thereon in the future. Disposal plans of the Service shall be forwarded to the other parties hereto.

   (b) The Service shall furnish all labor, equipment, materials and supplies necessary to perform such disposal in accordance with said plans.

   (c) All costs of disposal of shore debris, as provided in this section, shall be borne by the Service.

7. **Duration of Operations.**

   Operations under this Memorandum of Understanding shall continue for so long as the parties hereto consider them to be practical: Provided, That from time to time they shall study the results of operations to ascertain whether they should continue or whether other debris control measures should be undertaken to better alleviate the problem: And provided further, That any party may withdraw from this agreement after first having given one year's advance notice in writing of its intention to withdraw.
3. **Reallocations of O&M Costs to Include Other Operators.**

In the event that agencies not parties to this Memorandum of Understanding construct additional dams on the Columbia River, the Operators shall reallocate the cost of operation and maintenance among them and such other agencies, provided that the latter are willing to contribute to the cost or are required to do so by conditions included in licenses issued to them by the Federal Power Commission.

9. **Amendment.**

This Memorandum of Understanding may be amended at any time by mutual agreement of the parties hereto. The construction of additional facilities by one or more of the parties hereto may make appropriate a reallocation of the costs to be incurred pursuant to this Memorandum of Understanding. Such reallocations will be reflected in an appropriate amendment hereto.

10. **Availability of Funds.**

All expenditures to be made by the parties hereto are subject to the availability of appropriations or funds for the purpose. In the event in any year funds shall not be available to Federal agencies participating in this Agreement because of lack of Congressional appropriation, the non-Federal utilities who are participants hereto shall have no obligation to contribute for that year.

11. **Officials Not to Benefit.**

No Member of or Delegate to Congress, or resident Commissioner, shall...
be admitted to any share or part of this instrument, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this instrument if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

NATIONAL PARK SERVICE

By

Regional Director, Region 4
San Francisco, California

BUREAU OF RECLAMATION

By

Regional Director, Region 1
Boise, Idaho

CORPS OF ENGINEERS

By

The Division Engineer
U.S. Army Division, North Pacific
Portland, Oregon

PUBLIC UTILITY DISTRICT NO. 1
OF GRANT COUNTY, WASHINGTON
CHelan

By

Commissioner-President

Commissioner

Commissioner

SECRETARY

PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON
GRANT

By

Commissioner-President

Commissioner

Commissioner

SECRETARY
PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON

By 
Commissioner - President

Commissioner

Commissioner

Commissioner

PUBLIC UTILITY DISTRICT NO. 1
OF DOUGLAS COUNTY, WASHINGTON

By
Commissioner - President

Commissioner

Commissioner
MEMORANDUM OF UNDERSTANDING
PROVIDING FOR
DEBRIS CONTROL IN THE COLUMBIA RIVER
CONTRACT NO. 14-06-100-2206
AMENDMENT NO. 1

This Amendment to the Memorandum of Understanding entered into on this First day of July 1969, among the CORPS OF ENGINEERS (hereinafter called the Corps.), the BUREAU OF RECLAMATION (hereinafter called the Bureau), the NATIONAL PARK SERVICE (hereinafter called the Service), PUBLIC UTILITY DISTRICT NO. 2 of GRANT COUNTY, WASHINGTON (hereinafter called Grant PUD), and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON (hereinafter called Chelan PUD), and PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, WASHINGTON (hereinafter called Douglas PUD).

WITNESSETH:

WHEREAS, the parties hereto, except Douglas PUD, entered into a Memorandum of Understanding providing for Debris Control in the Columbia River, dated May 26, 1961 (herein called the agreement), under which debris control facilities have been built and maintained on a cost sharing basis; and

WHEREAS, Douglas PUD has now constructed a hydroelectric dam on the Columbia River and desires to become a party to the agreement;

NOW, THEREFORE, the parties agree as follows:

1. Douglas PUD is hereby added as a party to the agreement, and hereby made subject to all the terms and conditions thereof as an Operator under that agreement as herein amended.
2. Article 2(b) of the agreement is hereby amended to read as follows:

"The cost of construction and of operation and maintenance shall be allocated between the Operators as follows: The Corps, 36 percent; the Bureau, 36 percent; Grant PUD, 15 percent; Chelan PUD, 8 percent; and Douglas PUD, 5 percent."

3. The effective date of this amendment is July 1, 1969. Except as amended herein, the provisions of the agreement of May 26, 1961, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Contract on the day and year first above written.

NATIONAL PARK SERVICE

By

ACTING
Regional Director, Region 4
San Francisco, California

By

Secretary

Public Utility District No. 1
Of Chelan County, Washington

By

Commissioner - President

Commissioner

BUREAU OF RECLAMATION

By

Regional Director, Region 1
Boise, Idaho

By

COrps of engineers
The Division Engineer
U.S. Army Division, North Pacific
Portland, Oregon

PUBLIC UTILITY DISTRICT NO. 1
OF CHelan COUNTY, WASHINGTON

By

Commissioner

Commissioner
PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON

By
Commissioner - President

Secretary

PUBLIC UTILITY DISTRICT NO. 1
OF DOUGLAS COUNTY, WASHINGTON

By
Commissioner - President

Secretary
MEMORANDUM OF UNDERSTANDING
PROVIDING FOR
DEBRIS CONTROL IN THE COLUMBIA RIVER
CONTRACT NO. 14-06-100-2206
AMENDMENT NO. 2

This Amendment to the Memorandum of Understanding entered into on this 11th day of January, 1977, among the CORPS OF ENGINEERS (hereinafter called the Corps), the BUREAU OF RECLAMATION (hereinafter called the Bureau), the NATIONAL PARK SERVICE (hereinafter called the Service), PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON (hereinafter called Grant PUD), PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON (hereinafter called Chelan PUD), and PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, WASHINGTON (hereinafter called Douglas PUD).

WITNESSETH:

WHEREAS, certain of the parties hereto have entered into a Memorandum of Understanding providing for Debris Control in the Columbia River, dated May 26, 1961, as amended July 1, 1969, (herein called the agreement), under which debris control facilities have been built, operated, and maintained on a cost sharing basis; and

WHEREAS, it is desired to change the fiscal year of such operations; and
WHEREAS, the share of costs assigned to each Operator has been on the basis of nameplate powerplant capacity operated on the Columbia River by such Operator; and

WHEREAS, it is desired by the parties to set up a procedure to keep the share of costs assigned to each Operator proportional to his current nameplate powerplant capacities without revising the Memorandum of Understanding periodically;

NOW, THEREFORE, the parties agree as follows:

1. Subsection 1(d) of the agreement is amended to read as follows:

"1. (d) Construction of said debris control facilities shall commence as soon as practical after necessary funds are deposited to defray the costs thereof, in accordance with Section 3 hereof, and operation and maintenance of such facilities and disposal of collected debris shall commence after completion of such facilities and shall continue on a fiscal year basis beginning on July 1 and ending on the following June 30; Provided, however, That beginning October 1, 1976, the fiscal year shall begin on October 1 and end on the following September 30."

2. Subsection 2(b) of the agreement as amended is further amended to read as follows:
"2. (b) The cost of construction and of operation and maintenance shall be allocated between the Operators as follows: The Corps, 36 percent; the Bureau, 36 percent; Grant PUD, 15 percent; Chelan PUD, 8 percent; and Douglas PUD, 5 percent; Provided, however, That beginning on October 1, 1976, the cost of operation and maintenance and of the disposal of collected debris during any fiscal year shall be allocated to the Operators in the proportion that the nameplate capacity of the Operator's powerplants on the Columbia River bears to the total nameplate capacity of the powerplants of all the Operators on the Columbia River as of September 1 preceding such fiscal year; Provided, further, That the total allocation of costs to the Federal agencies shall be equally divided between the Bureau and the Corps."

3. Subsection 3(a) of the agreement is amended to read as follows:

"3. (a) As soon as the necessary funds are available to the Operators, they shall advance their respective percentages of contribution as specified in Subsection (b) of Section 2 hereof. After completion of the debris control facilities, each such Operator shall on July 1 of each year or as soon thereafter as possible, upon receipt of notice from the Bureau describing operation and maintenance plans for the forthcoming year and the estimated cost thereof, and approval thereof in accordance with Subsection (b) of Section 1 hereof, advance its percentage of contribution for operation and maintenance, as specified in Subsection (b) of Section 2 hereof; Provided, however, That beginning October 1, 1976, such advance shall be due on October 1 of each year or as soon thereafter as possible."
4. Subsection 4(a) of the agreement is amended to read as follows:

"4. (a) Within a reasonable period of time following completion of construction of the debris control facilities, the Bureau shall furnish to the other Operators a full accounting, showing the receipts credited to and the expenditures charged against the trust fund for construction, and thereafter, within a reasonable period of time following July 1 of each year of operation and maintenance of the completed facilities, the Bureau shall furnish a like accounting of the trust fund for such operation and maintenance; Provided, however, That beginning October 1, 1976, such accounting of the trust fund for operation and maintenance shall be furnished within a reasonable period following October 1 of each year."

5. The effective date of this amendment is October 1, 1976. Except as amended herein, the provisions of the agreement of May 26, 1961, as amended July 1, 1969, shall remain in full force and effect.

6. This amendment may be executed in any number of counterparts in which case all such counterparts shall be deemed to constitute a single document with the same force and effect as if all parties hereto having signed a counterpart had signed all the other counterparts.
IN WITNESS WHEREOF, the parties hereto have executed this
Amendatory Contract on the day and year first above written.

NATIONAL PARK SERVICE

By /s/ Edward J. Kurtz
Title Acting Regional Director
Address Pacific Northwest Region
601 Fourth and Pike Building
Seattle, Washington 98101

BUREAU OF RECLAMATION

By /s/ Rodney J. Vissia
Regional Director
Pacific Northwest Region
Box 043, 550 West Fort Street
Boise, Idaho 83724

CORPS OF ENGINEERS

By /s/ Edwin S. Townsley
Title Colonel, Corps of Engineers
Address P.O. Box 2870
Portland, Oregon 97208

PUBLIC UTILITY DISTRICT NO. 2 OF
GRANT COUNTY, WASHINGTON

By /s/ Eric D. Peterson
Title President

(CORPORATE SEAL)

ATTEST:

By /s/ R. W. Goodwin
Title Vice President

By /s/ John L. Toews
Title Assistant Secretary

By /s/ C. K. Jolly
Title Commissioner
PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON

By /s/ Robert D. McDougall
Title President

(CORPORATE SEAL)

By
Title

ATTEST:

By /s/ Robt. O. Keiser
Secretary

Title

PUBLIC UTILITY DISTRICT NO. 1 OF
DOUGLAS COUNTY, WASHINGTON

By /s/ Howard Prey
Title President

(CORPORATE SEAL)

By /s/ Lloyd McLean
Title Vice President

ATTEST:

By
Title

By /s/ Michael Doneen
Secretary

Title