

MEMORANDUM OF AGREEMENT #G9471171077

Concerning

SKAGIT TOURS

And

VISITOR SERVICES

At The

SKAGIT INFORMATION CENTER

Between

**CITY OF SEATTLE
SEATTLE CITY LIGHT DEPARTMENT**

And

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
(NORTH CASCADES NATIONAL PARK SERVICE COMPLEX)**

**June 7, 2017
FINAL**

This Memorandum of Agreement (Agreement) is entered into on the 7th day of June 2017 by and between the City of Seattle, by and through its Seattle City Light Department (City Light), a municipal corporation, and the Department of Interior, National Park Service (NPS), by and through the Superintendent of the North Cascades National Park Service Complex (NOCA).

WHEREAS, NPS and City Light have agreed to cooperate on this proposed action within Ross Lake National Recreation Area pursuant to the Settlement Agreement which is part of the license issued by the Federal Energy Regulatory Commission (FERC) to the City on May 16, 1995, for continued operation of the City's hydroelectric project on the Skagit River (FERC Project 553). The basis for NPS and City Light coordination is provided by the enabling legislation for Ross Lake National Recreation Area, as amended by the Washington Park's Wilderness Act of 1988;

WHEREAS, Article 412 of the Skagit River Hydroelectric Project (Project) License requires that City Light continue to offer guided tours of the Ross and Diablo hydroelectric facilities (aka Skagit Tours);

WHEREAS, Article 412 of the Project License also requires that City Light operate a visitor contact station (Skagit Information Center) in Newhalem, Washington;

WHEREAS, City Light agreed to continue offering guided tours of the Ross and Diablo hydroelectric facilities as part of the Settlement Agreement on Recreation and Aesthetics (Section 3.3.1) for the Skagit River Hydroelectric Project;

WHEREAS, City Light also agreed to operate a visitor contact station in Newhalem, as part of the Settlement Agreement on Recreation and Aesthetics (Section 3.3.4) for the Skagit River Hydroelectric Project;

WHEREAS, City Light and the NPS agreed in the Settlement Agreement on Recreation and Aesthetics (Section 3.5.1.1) to consult through the license period to determine the NPS's role in the Newhalem visitor contact station;

WHEREAS, in 2011 City Light, the NPS, and North Cascades Institute (NCI) decided on a partnership to offer a broader range of content and experiences for the Skagit Tours;

WHEREAS, the Organic Act of August 25, 1916, as amended (54 U.S.C §100101 1a) declares that the NPS shall promote and regulate the use of various federal areas known as the national park system by such means and measures as conform to the fundamental purpose of the national park system, which purpose is to conserve the scenery and natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations;

WHEREAS the lands and waters within the FERC License area are within North Cascades National Park Service Complex, and NPS has special and technical expertise specific to the public interpretation of natural, historical, and cultural resources of the North Cascades National Park Service Complex as a unit of the National Park System;

WHEREAS interpretation provided by NPS staff associated with the Skagit Tours highlights park resources, places the hydroelectric project into context among park resources, and provides NPS perspectives on the relationships and management interactions between NPS and SCL;

WHEREAS, it is to the advantage of both parties that the work required by the FERC License be performed by the NPS with funding provided by City Light;

WHEREAS, NPS has authority to enter this Agreement pursuant to the NPS Centennial Act of 2016, 54 U.S.C. § 100804, the Challenge Cost Share Agreement authority, 54 U.S.C. § 101701, and an Act to improve the administration of the National Park System, 54 U.S.C. § 101702(c); and

WHEREAS, NPS and SCL are sharing costs and services to provide enhanced educational opportunities, visitor interpretation services, and “interpretive demonstrations” to visitors of Ross Lake NRA.

NOW THEREFORE, the parties enter into this Agreement to define responsibilities of both parties for the Skagit Information Center and Skagit Tours in 2017 and for reimbursement of costs for services provided. City Light and the NPS agree as follows:

A. SKAGIT INFORMATION CENTER: The NPS will provide qualified interpretive rangers to assist in running the Skagit Information Center in Newhalem, WA. The Center officially opens the Friday of Memorial Day weekend and closes for the season on the last Sunday of September. Center hours will be 9 a.m. to 5 p.m. and it will be open Fridays through Sundays from the Memorial Day Friday to the last Sunday in June, as well as Memorial Day itself; then daily from the first day of July to Labor Day Monday; and Fridays through Sundays, from the Friday after Labor Day to the last Sunday in September.

NPS work hours in the Information Center will be coordinated with the Skagit Tours and will be set in consultation with City Light staff. In general, NPS will be responsible for staffing the Information Center on Fridays, Saturdays, and Sundays in the early season (from the Memorial Day Friday to the end of June) and every day except Wednesdays that the Center is open from the first day of July to Labor Day Monday through August; and Fridays through Sundays in September.

NPS rangers assigned to the Skagit Information Center will be primarily responsible for providing information services for visitors. Secondary incidental responsibilities will include booking Skagit Tours and making retail sales transactions. NPS rangers will be expected to be knowledgeable about campground and trailhead locations; fishing sites and regulations; NCI programs, which center on the natural, historical, and cultural resources of the Diablo, Ross, and Gorge Lakes and surrounding lands, the Diablo Lake Ferry Service, which accesses areas within the Ross Lake NRA, Skagit Tours, and other activities in the NOCA, as well as City Light’s Skagit operations and facilities, which influence the lake levels and recreational opportunities, and are integral to the Diablo, Ross, and Gorge Lakes.

The NPS will provide rangers with training on visitor services related to NOCA. City Light will provide information on Skagit Hydroelectric Project history, operations and facilities.

NCI will be responsible for providing training for the tours and on the tour reservation and retail sales systems. City Light will also provide brochures on Newhalem for distribution to visitors. NCI will provide the inventory of books, maps, and other materials relevant to the NOCA and North Cascades ecosystem for sale in the Skagit Information Center.

B. SKAGIT TOURS: The Skagit Tours include the Diablo Lake & Lunch Tour, the Diablo Lake Afternoon Cruise (no meal); Powerhouse Insiders Tour of the Gorge Powerhouse with a walking tour of Newhalem (includes picnic lunch); and the Dam Good Chicken Dinner & Ladder Creek Falls by Night (a chicken dinner in the historic Gorge Inn followed by a guided tour of the illuminated Ladder Creek Falls). NPS will provide qualified rangers to co-lead Skagit Tours, which will generally be offered 5 days/week from Thursday, June 29, through Monday, September 11. A total of 109 tours are planned, including 59 Diablo Lake and Lunch Tours, 30 Diablo Lake Afternoon Cruises, 20 Powerhouse Insider Tours. The tours will range from about 1.5 to 4.5 hours in length. The Diablo Lake & Lunch Tour will also occur on Saturdays and Sundays through the remainder of September.

In addition to the boat tours and Powerhouse/Newhalem Tours, NPS rangers will help develop and lead Newhalem Walking Tours daily from the first day in July through the Monday after Labor Day. Rangers will also help develop and lead up to 20 evening tours of Ladder Creek Falls (Newhalem by Night Tours) in collaboration with City Light and NCI. These tours will be offered on Thursdays and Fridays from June 29 through September 1.

NPS will, in cooperation with NCI and City Light, develop a daily schedule for all tour guides (NPS, City Light, and NCI) that provides two guides per boat tour, two guides for the Gorge Powerhouse and Newhalem Tours, and two guides for the evening tours of Ladder Creek Falls, as well as staff for the Skagit Information Center. All tours will be co-led with NCI or City Light guides.

Tour content and educational materials will be developed and provided by NCI with input from City Light and NPS. NCI and City Light will also provide meal services; City Light will operate and maintain the boat and will provide training in boat safety; NCI will provide other needed transportation services.

C. COST REIMBURSEMENT: NPS will submit invoices to City Light for compensation of services rendered.

- 1. Invoices** - NPS shall submit a single itemized invoice to City Light in October 2017. The invoice will include the actual number of hours worked over that time period by individual NPS employee. City Light will submit payment to NPS for actual services rendered within 30 days of receipt of the invoice.
- 2. Payment** - City Light shall pay NPS an hourly rate not to exceed \$22.50 per hour for seasonal staff and \$47.00 per hour for supervisory staff. These rates include required NPS employee benefits, including but not limited to social security, annual leave and a 25% premium pay for Sunday work. Estimated hours and associated labor costs are as follows:

- Skagit Information Center – spring set-up; training; early and late season staffing per Section A. by NPS Seasonal Staff. 216 hours at \$22.50/hour: not to exceed \$4,860
- Guide 1 for Skagit Tours and Skagit Information Center – summer staffing for tours and at the Skagit Information Center by NPS Seasonal Staff. Includes 59 tour days and 10 days of training. 544 hours at \$22.50/hour: not to exceed \$12,240
- Guide 2 for Skagit Tours and Skagit Information Center – summer staffing for tours and at the Skagit Information Center by NPS Seasonal Staff. Includes 59 tour days and 10 days of training. 544 hours at \$22.50/hour: not to exceed \$12,240
- Oversight and training by Skagit District Interpreter at \$47.00/hour for 88 hours: not to exceed \$4,136

The maximum total payment allowed under this Agreement shall not exceed **\$33,500**. Services provided by NCI in performance of this Agreement are at no cost to NPS and are covered under a separate agreement between City Light and NCI.

3. **Submission of Invoices:** Invoices shall be sent to the attention of City Light's Director of Natural Resource and Hydro Licensing, at the following address:

Seattle City Light
PO Box 34023
Seattle, WA 98124-4023

ATTENTION: Colleen McShane

D. ADDITIONAL TERMS AND CONDITIONS:

1. **Modifications** - Any desired changes to this Agreement must be made in writing. All modifications shall be approved by the signatories to this Agreement or their designated representative.
2. **Federal Tort Claims Act** – The National Park Service agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against the United States for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this Agreement.
3. **NPS Employees Not City Employees.** NPA employees who carry out the tasks under this Agreement are not, nor shall not be considered employees of City Light.
4. **Termination** - Either party may terminate this agreement by providing the other party with 30 days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reason for the notice and to try to resolve their differences. SCL's

obligation to reimburse NPS for services already provided prior to notice of termination, or termination, shall survive the term of this Agreement.

- 5. **Term** - The term of this Agreement shall be effective upon the last signature and extend through December 31, 2017.
- 6. **Promotions** - City Light will not publicize or otherwise circulate promotional material unrelated to the Skagit Tours and Skagit Information Center (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, Bureau, or Government employee endorsement of a product, service, or position which City Light represents.
- 7. **Public Information Release** - City Light will coordinate with local Government employees on joint public information releases concerning the Skagit Tours.

IN WITNESS WHEREOF, this Agreement is approved by the following:



 Colleen McShane, Director
 Natural Resources & Hydro Licensing
 Seattle City Light

6-27-17

 Date

for 

 Karen F. Taylor-Goodrich, Superintendent
 North Cascades National Park Service Complex

6/21/17

 Date

Reviewed as to format:



 Sarah J. Welch, NPS Contracting Officer

6-22-17

 Date