



SERVICES/INDEPENDENT NCESD AGREEMENT-

AGREEMENT NO. 23-12975

1. PARTIES

Public Utility District No. 1 of Chelan County, Washington (hereinafter "District") has retained Educational Service District 171, doing business as North Central Educational Service District (hereinafter "NCESD") a government entity in the State of Washington, to perform services for the District pursuant to the terms of this Services/Independent Contractor Agreement ("Agreement"). This Agreement is authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. DEFINITIONS

Acceptance: Notice from District to NCESD that a Deliverable or Service has been completed in accordance with this Agreement.

Deficient or Deficiency: A failure of a Deliverable or an omission, defect or deficiency in a Deliverable, which causes it not to conform to Specifications, documentation or this Agreement to the District's satisfaction.

Deliverables: NCESD's products which result from the Services and which are prepared for District (either independently or in concert with District or third parties) during the course of NCESD's performance under this Agreement.

Services: Contractor provided educational services as more fully described in Exhibit A.

Specifications: The technical and other written specifications, directions and Deliverables that define the requirements between District and NCESD.

3. SCOPE OF SERVICES AND DELIVERABLES

The Services to be performed and the Deliverables to be provided by NCESD are described in the Scope of Services Exhibit, attached hereto, and by this reference herein incorporated. District shall have the right to review and test the Deliverables following NCESD's delivery of each to District to determine whether the Deliverables conform to the requirements of the Agreement to District's satisfaction. The District may either: reject a Deliverable if it is Deficient or contains a Deficiency, or accept each Deliverable ("Acceptance"). If the District rejects the Deliverables, NCESD shall, at District's request, promptly correct all Deficiencies and, thereafter, District shall again have the opportunity to review and test the Deliverables. If NCESD is not able to correct all Deficiencies in the Deliverables within 30 days following their receipt by District, District shall have the right to terminate this Agreement, which termination shall be deemed due to NCESD's default.



4. PAYMENT

Unless otherwise agreed and set forth in any exhibits hereto, the District will pay NCESD a Lump Sum amount for Services set forth in Exhibit A upon completion of said Services for undisputed amounts performed in accordance with the terms of this Agreement and as itemized on a correct written invoice to the District, as verified by the District Project Leader. All correspondence and invoices should be plainly marked with the Agreement number referenced above. Invoices may be delivered via email to APDept@chelanpud.org or mailed to Public Utility District No. 1 of Chelan County, 327 N. Wenatchee Ave., P. O. Box 1231, Wenatchee, WA 98807. NCESD shall bill the District on a monthly basis with net payment due thirty (30) days from the date that the correct invoice is received by the District. However, in no event shall the total amount of compensation to be paid by the District for said Services, including all fees and costs incurred by NCESD in the performance of this Agreement, exceed **\$48,225.00**.

If NCESD fails to deliver Deliverables or to provide Services, which satisfy NCESD's obligations hereunder, District shall have the right to withhold any and all payments due hereunder. District may withhold any and all such payments due hereunder to NCESD, without work stoppage, until such failure to perform is cured.

5. CHANGES TO SCOPE OF SERVICES, COSTS ESTIMATE OR SCHEDULE

The Scope of Services, costs or schedule shall not be changed except in writing agreed to by both parties. The quoted fees and Scope of Services constitute the best estimate of the fees and tasks required to perform the Services as defined. This Agreement, upon execution by both parties hereto, can be amended only in writing and signed by both parties.

6. RELATIONSHIP OF PARTIES

The parties intend that an independent NCESD relationship will be created by this Agreement. The conduct and control of the Services and safety measures required by the Services lie solely with NCESD. NCESD is not to be considered an agent or employee of the District for any purpose and NCESD is not entitled to any of the benefits that the District provides for the District's employees. It is understood that NCESD is free to contract for similar services to be performed for other parties while it is under contract with the District, provided that any work for others does not prevent NCESD from fulfilling all NCESD's obligations pursuant to this Agreement.

NCESD, as an independent contractor, understands and acknowledges that it is not entitled and does not desire to be covered by any payroll taxes or other fringe benefits. NCESD agrees to pay its own social security taxes, income taxes and other health insurance benefits.



7. LIABILITY INSURANCE

NCESD shall, at its own expense, carry and maintain the following liability insurance coverage throughout the course of performance of the work:

General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate.

Employer's Liability (or Stop Gap) Insurance - \$1,000,000 per occurrence, if applicable.

Automobile Liability Insurance - \$1,000,000 per occurrence combined single limit of liability (if a vehicle is used in connection with the work).

The District shall be identified as an additional insured under the general liability and employer's liability insurance required under this Agreement. It is NCESD's sole responsibility to provide updated insurance information to the District, including any notices of cancellation or reduction in limits of NCESD's insurance.

Worker's Compensation Insurance. In addition to such other insurance as may be required under this Agreement, NCESD, and its subcontractors, if applicable, at their own expense, shall also maintain workers compensation insurance in the amount and type required by law for all employees under this Agreement who may come within the protection of workers compensation laws. It is NCESD's and subcontractor's sole responsibility to purchase and maintain coverage in compliance with the United States Longshoremen & Harborworkers Act (USL&H), Jones Act, or any federal or state statute which may be applicable to this project.

Certification. Within ten (10) days after the execution of this Agreement, NCESD shall file with the District's Insurance and Claims Department a certificate of insurance from its insurance company(ies) certifying to the coverage of all insurance required herein.

Insurance Shall Not Limit Liability. The insurance coverage and benefits required herein shall not be deemed to limit NCESD's liability to the District or any third party. In the event the minimum insurance limits specified in this Agreement are less than the maximum amount of insurance in effect for NCESD at the time of claim or loss which arises from or is connected to the Work, NCESD affirmatively agrees that all insurance limits available to it will be extended to the District as additional insured.

8. INDEMNITY

NCESD covenants and agrees that it will indemnify, defend, and hold harmless the District and any and all of the District's officers, principals, agents and employees, from any liability, loss, damage, cost, charge or expense, whether direct or indirect and whether occasioned by injury or loss to persons or property, to which the District or said other indemnitees may be put or subject by reason of any act, action, neglect, omission or default under the Agreement on the part of NCESD or any subcontractor or any of



NCESD's or subcontractor's officers, principals, agents or employees. With regard to any claim based on the concurrent negligence of the indemnitor, his agent or employee, and the indemnitee, the indemnitor's liability under this section shall apply to the full extent of the negligence of the indemnitor, his agent or employee. This indemnity obligation specifically includes liability or alleged liability that may arise from injury or loss suffered by any employee of NCESD or any subcontractor regardless of any immunity provided by the Washington Industrial Insurance Act, RCW Title 51, or any other applicable law. **THE TERMS OF THIS SECTION, SPECIFICALLY INCLUDING THE PRECEDING WAIVER OF IMMUNITY, SHALL BE DEEMED MUTUALLY NEGOTIATED TO THE FULLEST EXTENT ALLOWED BY THE LAWS OF WASHINGTON APPLICABLE TO THE DISTRICT.**

9. DURATION AND TERMINATION

The Agreement shall be in effect upon the Effective Date, and shall be terminated by any of the following events: (a) death or dissolution of NCESD, (b) failure to comply with any applicable law, (c) mutual agreement of the Parties, (d) District giving NCESD not less than fifteen (15) days advance written notice of termination, or (e) failure of NCESD to cure any material breach within (7) seven days of receipt of written notice from the District. The District may at any time stop performance of Services without terminating the Agreement. Otherwise, this Agreement shall remain in force until **October 1, 2023**, or earlier if the Services contemplated hereunder are completed to the satisfaction of the District.

10. CONDITIONS OF SERVICE AND NON-INTERFERENCE WITH PROJECT OPERATIONS

NCESD has informed itself of all conditions relating to the Services to be provided. NCESD understands that it may be performing Services hereunder at one or more of the District's hydroelectric projects or other facilities and that NCESD must at all times conduct its business so as to create a minimum of interference with operation and maintenance of said projects and facilities.

11. STANDARD OF PERFORMANCE

NCESD shall perform its Services with the level of skill, care and diligence normally provided by and expected of persons performing Services similar to and like those to be performed pursuant to this Agreement. NCESD understands and acknowledges that the District will be relying upon its accuracy, competence and credibility and the completeness of the Services to be provided hereunder. All personnel shall be fully qualified and authorized to perform the Services.



12. WORK PRODUCT

All data, Deliverables, designs, drawings, calculations, information obtained, materials information and the results of all Services performed by NCESD hereunder in written, electronic or other form, shall be considered work for hire and shall become the property of the District upon completion of the Services performed and shall be delivered to the District prior to final payment.

13. DISCLOSURE OF CONFIDENTIAL INFORMATION

NCESD shall not divulge or sell to any third parties any information, which is not otherwise publicly available, obtained from or through the District or developed hereunder, including District retail customer private or proprietary information as defined in RCW 19.29A, without first obtaining approval from the District or its designated representative. NCESD shall supply all Deliverables provided hereunder in draft report form to the District for review and comment before any reports are finalized or distributed to any third parties.

14. PURCHASE OF MATERIAL/EQUIPMENT

NCESD agrees that any materials and/or equipment purchased hereunder at the direction of the District shall be in compliance with Washington public works and bid laws. Verification of compliance shall be provided upon written request by the District. Any materials and/or equipment purchased hereunder are the property of the District and upon completion of the Services, all such materials and/or equipment shall be returned to the District prior to the final payment. This includes all items purchased, which are charged to the District.

15. ACCESS TO RECORDS

The District shall have access to any book, document, paper and record of NCESD which is pertinent to this Agreement for the purposes of making audits, examination, excerpt and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement not provided to the District shall be retained by NCESD for a period of six (6) years after the completion of the work, pursuant to this Agreement, unless a longer period is required to resolve audit findings or litigation. In such cases, the District may request, and NCESD shall abide by, such longer period for record retention.

16. QUALIFIED PERSONNEL

All Services required hereunder will be performed by NCESD or under NCESD's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such Services. NCESD personnel assigned to perform Services hereunder, as identified in Scope of Services



Exhibit, shall not be replaced without written approval in advance by the District's Project Leader.

17. COPYRIGHT

No reports, maps, plans, specifications or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of NCESD, or shall be deemed to be copyrighted by virtue of preparation by an engineer or architect or by virtue of any placement of a professional stamp on such reports, maps, plans, specifications or other documents, including but not limited to engineers' and architects' stamps.

18. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

NCESD shall comply with all applicable federal, state and local laws and regulations, all of which are deemed to be incorporated into this Agreement as if fully set forth.

19. DRUG FREE WORKPLACE

NCESD agrees to abide by the Drug Free Workplace Act of 1988. NCESD shall immediately remove any employee from further work when it is determined that they are not fit for duty. NCESD further agrees that failure to comply with the aforementioned shall be cause for the District to immediately terminate this Agreement without advance notice.

20. VIOLENCE IN THE WORKPLACE

The carrying or possession of firearms or other weapons is prohibited at all times in District buildings or on District property, including District parking lots and in vehicles. The carrying or possession of firearms or other weapons is prohibited on any other District location while performing duties for the District under this Agreement.

The NCESD shall immediately remove any employee from further work if it is determined that the person is carrying or in possession of firearms or other weapons, as defined in the District's Violence in the Workplace Policy, a copy of which is available upon request.

The failure of NCESD to comply with this section shall be deemed cause for the District to immediately terminate this Agreement without advance notice.

21. SAFETY

NCESD and subcontractors, if any, shall take all safety precautions and shall comply with all laws and regulations with regard to safety and the work to be performed.

NCESD shall ensure all employees are aware of the hazards associated with Covid-19 and provide prevention, training and work procedures to perform the Services in



accordance with Federal, State, local health and safety requirements and best practices, and District policies including any mask mandates. NCESD shall provide the name and contact information of NCESD's designated safety representative who is responsible for dealing with Covid-related issues.

NCESD shall notify the District in the event a NCESD's employee has worked on District premises at any time during the 48 hours prior to: (1) testing positive for COVID-19; or (2) coming in close contact with a confirmed, positive COVID-19 individual. The notification will include a list of District employees who were in contact with NCESD's employee. Notification shall not include the name of NCESD's employee.

Notifications should be sent to: covid19@chelanpud.org
(509) 661-4700

22. SECURITY

NCESD agrees to comply with the District's Security and Badging Program as may be amended. The District will issue badges or provide other security access as deemed appropriate by the District to NCESD employees who are authorized to enter District facilities. The District's Security policy is available to NCESD upon request.

23. NOTICES

Any notices shall be effective as personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

Public Utility District No. 1 of Chelan
County

Attn: Kristin Lodge
P. O. Box 1231
327 N. Wenatchee Avenue
Wenatchee, WA 98807
Phone: (509) 661-4960
Email: Kristin.Lodge@chelanpud.org

Educational Service District 171

Attn: Jane Schuyleman
430 Olds Station Road (Physical)
PO Box 1847 (Mailing)
Wenatchee, Washington 98807
Phone: 509-667-3631
Email: janes@ncesd.org

24. WAIVER OF BREACH

The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.



25. ASSIGNMENT/SUBCONTRACTS

Insofar as this Agreement pertains to Services, NCESD shall not assign or subcontract any portion of the Services without written permission from the District.

26. ATTORNEY'S FEES

In the event it is necessary for either party to utilize the Services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. NCESD submits to the exclusive jurisdiction of the courts in the State of Washington, USA. Venue for any action to enforce or interpret this Agreement shall be in Superior Court for Chelan County, Washington.

The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

The contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

28. AMENDMENTS

The scope of work, costs, schedule and other terms of this Agreement shall not be changed except in writing. Any such writing shall be agreed to and properly executed by both parties prior to the change being effective.



29. TIME IS OF THE ESSENCE

Time is of the essence in performance of the Services. NCESD agrees to complete the Services to the reasonable satisfaction of the District within the contract agreed upon by the parties.

30. PRECEDENCE

In the event there is any conflict between a provision of this Agreement and any statement, term or provision in any exhibit or attachment hereto, this Agreement shall be controlling unless the conflicting provision in the exhibit or attachment expressly states that it supersedes or replaces a specific provision or provisions of the Agreement.

31. ENTIRE AGREEMENT

This instrument and any exhibits hereto contain the entire and final Agreement of the parties.

32. AUTHORIZED SIGNATURES

Each individual executing this Agreement warrants they are fully authorized to bind their principal to the terms and conditions of this Agreement.

The parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include those signed via electronic medium or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.



IN WITNESS WHEREOF, the parties have executed this Agreement on ^{5/4/2023}
(Effective Date).

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY

EDUCATIONAL SERVICE
DISTRICT 171

By: Kristin Lodge

By: Linda McKay

Name: Kristin Lodge

Name: Linda McKay

Title: Visitor Services Manager

Title: Asst. Supt.

EDUCATIONAL SERVICE
DISTRICT 171

By: Jason Williams

Name: Jason Williams

Title: Director of Finance & Operations



EXHIBIT A SCOPE OF SERVICES
SA NO. 23-12975
EDUCATIONAL SERVICE DISTRICT 171

Pursuant to the Agreement 23-12975, NCESD agrees to perform the Services described below at the hourly rates or price set forth below:

1. PROJECT DESCRIPTION AND DELIVERABLES

NCESD agrees to perform the following Services:

River of Power:

NCESD shall provide personnel and materials to deliver the following to Chelan County schoolchildren in the fourth grade.

Number of Days	7
Class rooms	82
Average Number of Students	1,750

Schools: Vale Elementary, Entiat Elementary, Osborne Elementary, Morgen Owings Elementary, Manson Elementary, Columbia Elementary, Newbery Elementary, Lewis & Clark Elementary, Lincoln Elementary, Mission View Elementary, Sunnyslope Elementary, Washington Elementary, Valley Academy, St. Joseph's School, St. Paul's Lutheran School, River Academy, and Cascade Christian Academy.

1. Provide materials, including District provided Electrical Safety Program Packets and certified and/or appropriately qualified personnel to present River of Power curriculum to Chelan County fourth grade students. NCESD shall coordinate delivery of program with various schools based on their current Covid protocols or other in-person restrictions.
2. Provide the District annual progress reports at the end the 2021-2022 school year to the District's Project Leader showing how many students and teachers in the District's service area took part in the program.
3. Conduct an annual meeting to discuss program accomplishments and plans for the future with NCESD staff members and representatives of the District's partners, including the District's Project Leader.
4. Develop funding recommendations on a three-year planning cycle for the most efficient use of District and NCESD resources.



1. LUMP SUM BILLING

NCESD shall bill the District the Lump Sum Amount of \$48,225.00 upon completion of Services set forth in the Scope of Services.

2. PROJECT LEADERS

The District's Project Leader is Kristin Lodge, who may be reached by phone at [PM Phone], and by email at Kristin.Lodge@chelanpud.org.

NCESD's Project Leader is Jane Schuyleman, who may be reached by phone at 509.667.3631, and by email at janes@ncesd.org.