



INTERAGENCY AGREEMENT

BETWEEN

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

AND

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE-

AGREEMENT NO. 24-13467

1. PARTIES

Public Utility District No. 1 of Chelan County, Washington (hereinafter “District”) has retained Washington Department of Fish and Wildlife, (hereinafter “WDFW”) a state agency in the State of Washington, to perform services for the District pursuant to the terms of this Interagency Agreement (“Agreement”), and as authorized by the Interlocal Cooperation Act, RCW 39.34.

2. DEFINITIONS

Acceptance: Notice from District to WDFW 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: WDFW’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 WDFW’s performance under this Agreement.

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

3. SCOPE OF SERVICES AND DELIVERABLES

The Services to be performed and the Deliverables to be provided by the WDFW 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 WDFW’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, WDFW shall, at District’s request, promptly correct all Deficiencies and, thereafter, District shall again have the opportunity to review and test the Deliverables. If WDFW 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 WDFW's default.

4. PAYMENT

Unless otherwise agreed and set forth in any exhibits hereto, the District will pay WDFW monthly for undisputed amounts based on Services 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 shall be plainly marked with the Agreement number referenced above. Invoices may be emailed to APDept@chelanpud.org or mailed to Public Utility District No. 1 of Chelan County, 203 Olds Station Road., P. O. Box 1231, Wenatchee, WA 98807. WDFW 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 WDFW in the performance of this Agreement, exceed **\$79,591.00**.

A Rate Schedule for Services is attached as an Exhibit. The same may be modified only in writing executed by both parties. WDFW shall charge only reasonable expenses. For example, air travel shall be coach fare only. If WDFW charges for the use of equipment, computers or other items, the same must be included and agreed upon in advance in the Exhibit.

If WDFW fails to deliver Deliverables or to provide Services, which satisfy WDFW'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 WDFW, 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 contractor relationship will be created by this Agreement. The conduct and control of the Services and safety measures required by the Services lie solely with WDFW. WDFW is not to be considered an agent or employee of the District for any purpose and WDFW is not entitled to any of the benefits that the District provides for the District's employees. It is understood that WDFW 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 WDFW from fulfilling all WDFW's obligations pursuant to this Agreement.

WDFW, 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. Contractor agrees to pay its own social security taxes, income taxes and other health insurance benefits.

7. LIABILITY INSURANCE

WDFW 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).

Professional Liability Insurance - \$1,000,000 per claim.

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

Worker's Compensation Insurance. In addition to such other insurance as may be required under this Agreement, WDFW, 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 WDFW'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, WDFW 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 WDFW'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 WDFW at the time of claim or loss which



arises from or is connected to the Work, WDFW affirmatively agrees that all insurance limits available to it will be extended to the District as additional insured.

8. INDEMNITY

WDFW 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 WDFW or any subcontractor or any of WDFW'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 WDFW 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 WDFW, (b) failure to comply with any applicable law, (c) mutual agreement of the Parties, (d) District giving WDFW not less than fifteen (15) days advance written notice of termination, or (e) failure of WDFW 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 **July 31, 2025**.

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

WDFW has informed itself of all conditions relating to the Services to be provided. WDFW understands that it may be performing Services hereunder at one or more of the District's hydroelectric projects or other facilities and that WDFW 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

WDFW will 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. WDFW 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 WDFW 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. RESERVED

14. RESERVED

15. DISCLOSURE OF CONFIDENTIAL INFORMATION

WDFW 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. WDFW 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.

16. PURCHASE OF MATERIAL/EQUIPMENT

WDFW 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.

17. ACCESS TO RECORDS

The District shall have access to any book, document, paper and record of WDFW 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 WDFW 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 WDFW shall abide by, such longer period for record retention.

18. QUALIFIED PERSONNEL

All services required hereunder will be performed by WDFW or under WDFW'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. WDFW 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.

19. RESERVED

20. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

WDFW 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.

21. DRUG FREE WORKPLACE

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

22. 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.

WDFW 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 WDFW to comply with this section shall be deemed cause for the District to immediately terminate this Agreement without advance notice.



23. SAFETY

WDFW 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.

24. SECURITY

Contractor 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 WDFW employees who are authorized to enter District facilities. The District's Security policy is available to WDFW upon request.

25. 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.: Bill Towey
P. O. Box 1231
203 Olds Station Road
Wenatchee, WA 98807
Phone: (509) 663-8121
Email: bill.towey@chelanpud.org

Washington Department of Fish and Wildlife

Attn: Matt Polacek
1111 Washington St. SE (Physical) PO
Box 43200 (Mailing)
Olympia, Washington 98504-3200
Phone: 360-902-2200
Email: matt.polacek@dfw.wa.gov

26. 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.

27. ASSIGNMENT/SUBCONTRACTS

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

28. 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.



29. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. WDFW 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.

This 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.

30. RESERVED

31. TIME IS OF THE ESSENCE

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

32. 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.

33. ENTIRE AGREEMENT

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



34. 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 ^{3/11/2024}
(Effective Date).

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY

WASHINGTON DEPARTMENT OF
FISH AND WILDLIFE

By: Alene Underwood

By: Jeffrey Hugdahl

Name: Alene Underwood

Name: Jeffrey Hugdahl

Title: Director - Natural Resources

Title: Contracts Manager



EXHIBIT A SCOPE OF SERVICES
AGREEMENT NO. 24-13467
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Pursuant to the Agreement 24-13467, WDFW agrees to perform the Services described below at the rates set forth in Exhibit B:

1. PROJECT DESCRIPTION AND DELIVERABLES

WDFW shall conduct a scientifically sound and repeatable resident fish survey within Rocky Reach Reservoir. WDFW shall collect data in order to monitor the relevant trends and abundance of the resident fish community, evaluate the relative abundance of native and non-native predators, and evaluate the potential for resident fish angling opportunities.

Deliverables include:

- 1) data collected by the survey and summarized in a final survey report, and
- 2) the complete survey dataset.

A detailed scope of work is provided in the Rocky Reach Resident Fish Survey 2024 Scope of Work (See Attachment No. 1).

The survey will be initiated in October, 2024 given suitable weather and water temperatures. If weather conditions warrant initiation past October, 2024, WDFW shall notify the District and the parties will discuss the timing of the initiation of the survey .

WDFW shall provide the District with

- a draft report containing the Deliverables for a 30-day comment and review period; and
- a final report on or before July 31, 2025.

2. PROJECT LEADERS

The District's Project Leader is Bill Towey, who may be reached by phone at (509) 661-4688, and by email at bill.towey@chelanpud.org.

WDFW's Project Leader is Matt Polacek, who may be reached by phone at (360) 902-2200, and by email at matt.polacek@dfw.wa.gov.



EXHIBIT B BUDGET/RATES
AGREEMENT NO. 24-13467
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

1. BUDGET/BILLING RATES

WDFW shall perform the Services and charge the following rates for the Services:

<u>CATEGORY</u>		<u>Estimated Annual Expenditures</u>	
	<u>Months</u>	<u>Rate</u>	<u>\$ Amount</u>
Salaries			
Fish and Wildlife Biologist 4	3	\$ 7,400	\$ 22,200
Scientific Technician 3	1	\$ 5,370	\$ 5,370
Scientific Technician 2	1	\$ 4,632	\$ 4,632
Scientific Technician 2	1	\$ 4,632	\$ 4,632
Total Salaries	6		\$ 36,834
Fringe Benefits			
OASI (6.2% of salaries)		6.2%	\$ 2,284
Retirement (9.53% of salaries)		9.53%	\$ 3,510
L&I (\$44.49 per staff month)		\$44.40	\$ 266
Health Insurance (\$1,191 per staff month)		\$ 1,191	\$ 7,146
Medical Aid (1.45% of salaries)		1.45%	\$ 534
Paid Family and Medical Leave (2.3% of staff months)		0.0023000	\$ 85
Total Fringe Benefits			\$ 13,825
Goods and Services			
	months/#	Rate	Amount
Boat Use fee (includes fuel)	5 days	250	\$ 1,250
Major Boat/motor Repairs (only used if needed)			\$ 3,000
Office Supplies			\$ 50
Field Supplies			\$ 500
Total for Goods and Services		Sub Total	\$ 4,800
Travel			
Motorpool State Truck (includes fuel)	1 mo	\$ 700.00	\$ 700
Lodging (5 nights x 3 staff)	15 nights	\$ 98.00	\$ 1,470
Travel per diem (5 days x 3 staff)	15 days	\$ 59.00	\$ 885
Total for Travel		Sub Total	\$ 3,055
Contract Subtotal			\$ 58,514
Indirect Overhead (36.02%)		0.3602	\$ 21,077
TOTAL BUDGET			\$ 79,591

2. REIMBURSABLE EXPENSES

With prior approval of the District, the Contractor may invoice the District for reimbursement of reasonable expenses incurred. Reimbursable expenses are those reasonable and necessary costs incurred on or directly for the District's project, including necessary transportation costs, meals, and lodging. Any actual expenses in non-US dollars will be invoiced in US dollars. Detailed receipts and any other support documentation the District may require shall be submitted by the Contractor for all non-



per diem expenses greater than \$25.00. Reimbursement will be subject to the following limitations:

Meals: Meals reimbursement rates shall also be determined by the Washington State Office of Financial Management (<http://www.ofm.wa.gov/resources/travel.asp>).

Lodging: The District has negotiated rates, for District business only, at the following hotels:

Hotel	Address	Phone Number
The Coast Wenatchee Center Hotel	201 N. Wenatchee Ave., Wenatchee, WA	(509) 662-1234
Hilton Garden Inn (Corporate ID # 3245379)	2 N. Worthen St., Wenatchee, WA	(509) 662-0600
Residence Inn by Marriott	1229 Walla Walla Ave., Wenatchee, WA	(509) 470-3091
SpringHill Marriot Suites	1730 N. Wenatchee Ave., Wenatchee, WA	(509) 667-2775

When making reservations, request the Chelan County PUD discount rates. Applicable taxes apply to all rates. If staying at an alternate location, or not receiving the Chelan County PUD discount rate, the reimbursement rates shall be determined by the Washington State Office of Financial Management. (<http://www.ofm.wa.gov/resources/travel.asp>).

Mileage: Mileage shall be reimbursed on a per mile basis for travel to and from the Contractor's primary place of business to the District and other locations as necessary to perform the services. Mileage reimbursement rates shall be determined at the Federal per diem rates (<http://www.irs.gov/>).