INTERGOVERNMENTAL COOPERATION ACT AGREEMENT

Agreement Number: 07-132

Agreement through which the Chelan County Public Utility District No. 1 (CCPUD) is collaborating with US Geological Survey (USGS) to provide technical assistance in evaluating seismic source and ground motion characterization studies prepared as part of the Probabilistic Seismic Hazard Analysis (PSHA) for the Mid-Columbia River area.

1. PARTIES AND PURPOSE.

The agreement between CCPUD and USGS provides funding to the USGS Earthquake Hazards Program in Menlo Park, CA which will provide the following special or technical services:

Two experienced USGS Geologic/Seismic specialists Craig Weaver and Brian Sherrod to participate in an independent peer review panel that is reviewing seismic source and ground motion characterization studies in eastern Washington on the mid Columbia River. The project will utilize both government and non-government experts selected for their respective expertise to evaluate the characterization results. See attachment A for more details.

2. AUTHORITY.

The authorities for parties to enter into this agreement are:

(1) USGS participation is provided pursuant to terms of the Intergovernmental Cooperation Act, 31 U.S.C. § 6505;

(2) CCPUD is authorized to participate in this Agreement pursuant to the terms of the Interlocal Cooperation Act RCW 39.34.

3. TERMS AND CONDITIONS.

a) Term of the Project: June 1, 2007 – March 31, 2008

b) Deliverables: The USGS will participate in the peer review’s examination of data collection efforts, technical review of the Mid-Columbia PSHA, various meetings needed to accomplish the Scope of Work outlined in Attachment A, as well help draft the final report and final review panel summary. All data and final reports will be made publicly available and can be utilized by either party for other research and publications.

4. TRANSFER OF FUNDS. The full cost of the services/facilities to be provided by USGS to CCPUD is estimated and, unless otherwise agreed in written amendment to this Agreement, will not exceed Thirty Thousand One Hundred Twenty dollars ($30,120.00).

USGS will invoice for the service on a monthly basis with net payment due thirty (30) days
from the date that the correct invoice is received by CCPUD. CCPUD will pay USGS 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 CCPUD, as verified by the District Project Leader.

Invoices not paid within 60 days of receipt bear interest at the annual rate established by the U.S. Treasury, pursuant to 31 USC 3717.

USGS invoices are to be sent to the contact address listed in Article 6.

5. OMB CIRCULAR A-97 CERTIFICATION.

As required by OMB Circular A-97, CCPUD certifies that the services being requested pursuant to this agreement cannot be procured reasonably and expeditiously by it through ordinary business channels. It has requested USGS to provide government experts for the peer review panel who will work with others to evaluate the seismic data from a multi-user, multifaceted perspective.

6. CONTACTS.

USGS contacts for this agreement are:

Craig Weaver - Technical
Department of Earth & Space Sciences
University of Washington
Seattle, WA 98195
Phone: 206-553-0627 (office); 206-459-6457 (cell)
Fax:
Email: craig@ess.washington.edu

Pauline Curiel – Administrative
Budget Analyst
345 Middlefield Road, MS 977
Menlo Park, CA 94025
Phone: 650-329-4838
Fax: 650-329-5617
DUNS# 07-467-2841; ALC 14-08-0001
Chelan #2 contacts for this agreement are:

Gene Yow  
Chelan County PUD No. 1  
P.O. Box 1231  
Wenatchee, WA 98807-1231  
or  
327 N. Wenatchee Ave.  
Wenatchee, WA 98801  
Phone: 509-661-4305  
Fax: 509-661-8117  
Email: gene.yow@chelanpud.org

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

7. DURATION OF AGREEMENT, MODIFICATION, AND TERMINATION

This agreement will become effective when signed by all parties. The agreement may be amended at any time by mutual written consent of the parties. This agreement is subject to the availability of funds of both parties.

Either party may terminate this agreement by providing 30 days written notice to the other party of an interest in termination. In the event of early termination USGS shall be paid for all services provided up through date of termination; and each party will be responsible for their own incidental termination expenses. Upon termination each party shall be entitled to receive a copy of all specialized or technical information developed to date of termination as a result of the agreement.

8. RESOLUTION OF DISAGREEMENTS

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

9. 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 lies solely with the USGS. The USGS employees designated herein are not to be considered agents or employees of the CCPUD for any purpose and the USGS employees are not entitled to any of the benefits that the CCPUD provides for the CCPUD’s employees. It is understood that the USGS is free to provide similar services to other parties while it is working with the CCPUD, provided that any services for others do not
prevent the USGS from fulfilling all the USGS's obligations pursuant to this agreement.

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

10. STANDARD OF PERFORMANCE
USGS will perform the Services with the level of skill, care and diligence normally provided by and expected of professional persons performing services similar to and like those to be performed pursuant to this agreement. All personnel shall be fully qualified and authorized to perform the Services.

11. WORK PRODUCT
All data, designs, drawings, calculations, information obtained, materials information and the results of all Services performed by USGS hereunder shall be considered work for hire and shall become the property of the CCPUD upon completion of the Services provided and shall be delivered to the CCPUD prior to final payment.

12. COPYRIGHT
No reports, maps, plans, specifications or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the USGS, 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. [Note: Not really necessary –USGS is a Federal Agency and cannot assert copyright.]

13. DISCLOSURE OF CONFIDENTIAL INFORMATION
USGS its agents and employees shall not divulge to any third parties any information, which is not otherwise publicly available, obtained from or through the District or developed hereunder without first obtaining approval from the District or its designated representative. USGS 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. AUTHORIZED SIGNATURES
Each individual executing this Agreement warrants he/she is fully authorized to bind
his/her principal to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

Agreement effective date of last signature listed below.

PUD No. 1 of Chelan County

[signature of person who has authority to
bind other party to the agreement]
Randy Lowe
Executive Manager-Energy Resources
Date: 6/15/13/07

USGS
[signature--must be an official with authority
to sign "Intergovernmental Cooperation Act" Agreements]
Rufus D. Catchings
Team Chief Scientist Earthquake Hazards Team
Date: 6/21/07