INTERLOCAL MASTER AGREEMENT FOR COOPERATIVE ACTION

THIS AGREEMENT is made this 23rd day of May, 2011 between Public Utility District No. 1 of Chelan County, having its principal place of business in Wenatchee, Washington, herein referred to as “Chelan,” Public Utility District No. 1 of Douglas County, having its principal place of business in East Wenatchee, Washington, herein referred to as “Douglas,” and Public Utility District No. 2 of Grant County, Washington, herein referred to as “Grant,” having its principal place of business in Ephrata, Washington, each public entity being incorporated under the laws of the State of Washington, and collectively referred to herein as “PUDs.”

RECITALS:

1. The PUDs are authorized pursuant to RCW 39.34 to enter into Cooperative Agreements. Joint utilization of agreements and the exchange of services as described herein in accordance with the terms of the Interlocal Cooperative Act, RCW 39.34, will work to the benefit of the three PUDs. Such cooperative action will result in savings to the public and will better serve the needs of the three PUDs.

2. Chelan, Douglas and Grant wish to take advantage of the benefits afforded to cooperatively operate their PUDs more efficiently as described herein and otherwise agreed.

A. TERM.

The Agreement shall be effective upon execution of Chelan, Douglas and Grant and upon filing in the manner specified in RCW 39.34. The Agreement shall remain in effect until such time as it is terminated by any of the PUDs by giving the other PUDs not less than thirty days written notice of termination. Termination by one PUD shall not affect the effectiveness of the Agreement for the remaining PUDs.

B. SCOPE.

Cooperative action between Chelan, Douglas and Grant has been proposed whereby various services would be exchanged or shared, as needed. Services would include but not be limited to: sharing of inventory, procurement services, testing services, crew assistance, inspection services, safety and other training development programs, engineering services, surplus equipment disposal opportunities, and other services as agreed upon by all or at least two of the three PUDs. Additional details of each cooperative action will be agreed upon and memorialized in an email or letter (hereinafter referred to as “letter agreement”) from the lead PUD Administrator sent to the Administrator(s) for the participating PUDs. Any such agreements shall be subject to the terms of this Interlocal Master Agreement for Cooperative Action (herein referred to as “Agreement”).

C. ADMINISTRATORS.

For each type of cooperative action, each participating PUD will be represented by the Administrators serving in the positions named below (or in the equivalent position titles as modified):

i. Chelan - Director of Procurement & Contract Services (or his/her designee);

ii. Douglas - Purchasing Agent (or his/her designee);
iii. Grant- Support Services Manager (or his/her designee);
iv. Other representatives may be named in letter agreements for specific cooperative actions.

D. ADMINISTRATIVE COSTS AND DETERMINATION OF LEAD PUD.

For each cooperative action, the participating PUDs shall discuss and agree on the lead with the intent to: (i) equitably contribute to the benefits of the actions, and (ii) equitably contribute the staff resources and expenses necessary to administer the action. The lead PUD shall bear the administrative costs (i.e. for a competitive procurement, the lead PUD shall incur the cost to advertise, etc.). Unless otherwise agreed to in a letter agreement, the lead PUD will not invoice the other participating PUD(s) for the administrative costs associated with the cooperative action.

E. CONTRACTS AND FINANCES.

Each participating PUD shall enter into its own contract with a contractor providing services or materials. In the case of a participating PUD providing staff services or materials to another participating PUD under this Agreement, the PUD providing the staff services or materials may invoice the receiving PUD for the actual cost of the services (including hourly wages, benefits, etc.) or materials (including warehouse overhead) plus a markup percentage as negotiated. The details of the arrangement will be set out as discussed in paragraph B, Scope, herein. The PUD providing staff services or material shall invoice the receiving PUD and the receiving PUD shall make payment to the invoicing PUD for correct and undisputed invoices within 30 days. Nothing herein shall preclude the participating PUDs from making other invoicing arrangements or mutually beneficial exchanges in a letter agreement.

F. OWNERSHIP OF FACILITIES.

Nothing in this Agreement shall in any way affect any PUD's ownership of its facilities.

G. FILING.

Upon execution of this Agreement, the Administrators of each PUD shall, in compliance with RCW 39.34, have the Agreement, and subsequent amendments, recorded with the auditor of each PUD's respective county or post the Agreement (and amendments) on the Internet for viewing by the public. Each PUD will determine whether to record or post the letter agreements.

H. COORDINATION OF ACTIVITIES.

The Administrator for each PUD shall keep himself/herself and the other Administrators apprised of and shall coordinate all activities which affect any of the participating PUDs during the term of this Agreement.

I. NO MODIFICATION.

A bid or contract document which is the subject of a cooperative action by at least two of the PUDs and covered by this Agreement or any subsequent letter agreements shall not be modified without the prior written approval of the participating PUDs.
J. LIABILITY/INDEMNITY.

Nothing in this Agreement or the provision of services or materials or cooperative action shall create or impose liability on the PUD(s) for the acts of the other PUD(s) resulting in injuries or damages to the other PUDs. Chelan, Douglas and Grant each agree to be responsible and assume liability for the wrongful and/or negligent acts or omissions of their officers, agents or employees to the fullest extent required by law, and further agree to save, indemnify, defend and hold the other PUDs harmless from any such liability. In the case of negligence of more than one PUD, any damages allowed shall be in proportion to the percentage of negligence attributable to each PUD.

K. ENTIRE AGREEMENT.

This instrument embodies the entire Agreement of the PUDs. There are no promises, terms, conditions or obligations other than those contained here. This Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

EXECUTED THIS 23 DAY OF May 2011.

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

By ______________________

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, W/A

By ______________________

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY

By ______________________
Letter Agreement No. 1

to

Interlocal Master Agreement For Cooperative Action
Grant Agreement No. 430-3208
Chelan Agreement No. 11-110
Douglas – no contract no. assigned

Pursuant to Section B, Scope, of the Interlocal Master Agreement for Cooperative Action (ILA), between Chelan, Grant, and Douglas PUDs, the following Districts agree to participate in an action described as follows: shared services small works contract for routine elevator maintenance and repairs. Each PUD shall enter into its own contract with the selected contractor(s) if the agency deems that such contract is in its best interest.

X  Grant
X  Chelan
X  Douglas

Pursuant to Section C, Administrators, the following persons are hereby appointed as representatives for each PUD for the above-described cooperative action:

Grant        Rebecca Henricks, Sr. Contract Officer
Chelan       Cathy Davis, Contract Administrator/Purchasing I
Douglas      Kristy Oules, Purchasing Agent

Pursuant to Section D, Administrative Costs and Determination of Lead PUD, the lead PUD for this cooperative action is hereby delegated as follows:

X  Grant
__ Chelan
__ Douglas

Agreed to by and for:

[Signature]
Public Utility District No. 2 of Grant County, WA

[Signature]
Public Utility District No. 1 of Chelan County

[Signature]
Public Utility District No. 1 of Douglas County
Letter Agreement No. 2

to
Interlocal Master Agreement For Cooperative Action
Grant Agreement No. 430-3208
Chelan Agreement No. 11-110
Douglas – no contract number assigned

Pursuant to Section B, Scope, of the Interlocal Master Agreement for Cooperative Action (ILA), between Chelan, Grant, and Douglas PUDs, the following Districts agree to participate in an action described as follows: Chelan to solicit and evaluate proposals for monitoring and evaluating hatchery programs in the Wenatchee River; Grant to contribute to the specifications of the solicitation and assist with the evaluation of proposals received. A copy of all proposals shall be provided to Grant for review. Chelan shall enter into its own contract(s) with the selected contractor(s) if the agency deems that such contract(s) is in its best interest. Grant PUD shall enter into its own contract(s) with the selected contractor(s) if Grant PUD deems that such contract(s) is in its best interest.

X Grant
X Chelan
Douglas

Pursuant to Section C, Administrators, the following persons are hereby appointed as representatives for each PUD for the above-described cooperative action:

Grant Shannon Lowry
Chelan Alene Underwood
Douglas N/A

Pursuant to Section D, Administrative Costs and Determination of Lead PUD, the lead PUD for this cooperative action is hereby delegated as follows:

Grant
XChelan
Douglas

Agreed to by and for:

[Signature]
Public Utility District No. 2 of Grant County, WA

[Signature]
Public Utility District No. 1 of Chelan County

5/2/2013
Date

5/6/13
Date
Pursuant to Section B, Scope, of the Interlocal Master Agreement for Cooperative Action (ILA), between Chelan, Grant, and Douglas PUDs, the following Districts agree to participate in an action described as follows: co-hosting the Wanapum Dam Response Salmon Passage Forum ("event") on April 7, 2014. Each PUD shall enter into its own contract with the selected contractor(s) if the agency deems that such contract is in its best interest. The participating PUDs will share 50% of the purchases and contracted expenses for event arrangements, without markup, and exclusive of staff hours. Chelan’s current budget is $6,000 but will not be finalized until all invoices and receipts are compiled after the event. Grant shall submit to Chelan within 30 days after the event copies of all purchases and contracted expenses directly associated with its hosting of the invitees to the Salmon Passage Forum. Chelan will compile all of its purchases and contracted expenses and determine the aggregate value. The PUD with the greater value of expenses will deduct the other PUDs expenses and invoice the other PUD for 50% of the balance, including copies of all documentation to substantiate the expenses. The other PUD shall make payment to the invoicing PUD within 30 days of receipt of a correct invoice.

X Grant

X Chelan

Douglas

Pursuant to Section C, Administrators, the following persons are hereby appointed as representatives for each PUD for the above-described cooperative action:

Grant Jeff Grizzel, Natural Resource Director

Chelan Tracy Yount, Director-External Affairs

Pursuant to Section D, Administrative Costs and Determination of Lead PUD, the lead PUD for this cooperative action is hereby delegated as follows:

Douglas

Agreed to by and for:

Public Utility District No. 2 of Grant County, WA

Signature

Date 4/10/14

Public Utility District No. 1 of Chelan County

Signature

Date 4/10/14
Letter Agreement No. 4
to
Interlocal Master Agreement For Cooperative Action

Grant Agreement No. 430-3208
Chelan Agreement No. 11-110
Douglas – no contract no. assigned

1. Pursuant to Section B, Scope, of the Interlocal Master Agreement for Cooperative Action (ILA), between Chelan, Grant, and Douglas PUDs, the following Districts agree to participate in an action generally described as follows and as detailed below: surplus equipment and materials disposal opportunity from Grant to Chelan consisting of Grant’s decommissioned and surplused E.F. Johnson trunked radio system equipment and materials.

   X Grant
   X Chelan
   ___ Douglas

A. Project Scope: Grant has decommissioned, removed from service its entire E.F. Johnson trunked radio system and desires to sell all decommissioned equipment and materials (hereafter collectively “Equipment”) and have Equipment removed from Grant’s warehouse site. Chelan is still operating its E.F. Johnson trunked radio system and desires to purchase all of the Grant surplused Equipment. Grant and Chelan agree that fair value for all of the Equipment is five thousand dollars ($5000). Chelan agrees to pick-up the Equipment at a site to be designated by Grant within thirty (30) days of the date of execution of this Letter Agreement. Payment shall be made by Chelan as set forth in the ILA, Section E. Upon receipt of payment, Grant shall transfer title to Chelan and supply Chelan with a Bill of Sale for Equipment in form similar to Exhibit A attached hereto.

Chelan acknowledges the Equipment is purchased “as is” with no warranties from Grant, except for warranty of title as set forth in the attached Exhibit A, Bill of Sale.

2. Pursuant to Section C, Administrators, the following persons are hereby appointed as representatives for each PUD for the above-described cooperative action:

   Grant             Warren Miller, Communications Networks Manager
   Chelan            Robert Shane, Telecommunications Engineering Manager

3. Pursuant to Section D, Administrative Costs and Determination of Lead PUD, the lead PUD for this cooperative action is hereby delegated as follows:

   X Grant
   ___ Chelan
Agreed to by and for:

[Signature]

Public Utility District No. 2 of Grant County, WA

[Signature]

Public Utility District No. 1 of Chelan County

______________  

Director of Support Services  

Title  

[Date: 4/10/2014]

______________  

Title  

[Date: 4/10/2019]

______________  

Title  

[Date]
Letter Agreement No. 5

to
Interlocal Master Agreement For Cooperative Action
Grant Agreement No. 430-3208
Chelan Agreement No. 11-110
Douglas – no contract no. assigned

Pursuant to Section B, Scope, of the Interlocal Master Agreement for Cooperative Action (ILA), between Chelan, Grant, and Douglas PUDs, Chelan and Grant agree to participate in an action described as follows: Chelan offers to provide its resources in support of Grant’s proposed Trap and Haul of Anadromous Salmon and Steelhead from the Off-Ladder Adult Fish Trap (OLAFT) at Priest Rapids Dam (T&H Plan), in response to the Wanapum Dam fracture. Specifically, Chelan offers the following resources to Grant with the following conditions noted:

1. Chelan-owned fish transport truck Nos. 273, 739, and 792. These trucks will be made available for use beginning April 15 until such time that the T&H operations cease or until Chelan requires the use of its trucks to support its own ongoing hatchery operations. Chelan agrees to provide Grant no less than five (5) calendar days’ notice of the intent to retain one or more of its trucks for said operations.
   a. Mileage – Grant agrees to pay Chelan a rate of $1.85 per mile for the use of Chelan’s truck(s). Mileage will be enumerated once the truck begins operations at the OLAFT and will cease when the truck returns to its assigned Chelan-owned hatchery (i.e., Eastbank Hatchery).
   b. Fuel – Grant will provide a fuel card for each truck in support of the T&H operations.
   c. Oxygen – Grant will provide liquid or gaseous oxygen for the oxygen supply system for the trucks.
   d. Emergency Maintenance – Grant will respond to and coordinate all emergency maintenance (e.g., flat tire, etc.) for Chelan transport trucks while used in support of the T&H Plan.

2. Kirby Billingsley Hydro Park (Hydro Park). In the event Grant requires a location outside of the Wanapum Pool to release fish trapped under the T&H Plan, Chelan will provide the use of Hydro Park and a truck release flume and apparatus (i.e., transfer pipe, water pump, etc.) necessary to release fish to the Rock Island Reservoir. Releases at Hydro Park will be conducted consistent with the protocols outlined in the T&H Plan. Grant will provide Chelan with no less than 48 hours’ notice of the need to utilize Hydro Park for fish release.

3. In the event any truck fuel or other supplies directly in support of the T&H Plan are incurred by Chelan, Chelan will invoice Grant for those items at cost.

4. Chelan will invoice Grant for the costs on a monthly basis for the above-mentioned resources. Grant shall remit payment to Chelan within 30 days after receipt of a correct invoice.

Pursuant to Section C, Administrators, the following persons are hereby appointed as representatives for each PUD for the above-described cooperative action:

<table>
<thead>
<tr>
<th>Grant</th>
<th>Shannon Lowry, Fisheries Program Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chelan</td>
<td>Alene Underwood, Hatchery Program Manager</td>
</tr>
</tbody>
</table>
Douglas      N/A

Pursuant to Section D, Administrative Costs and Determination of Lead PUD, the lead PUD for this cooperative action is hereby delegated as follows:

___ Grant

X Chelan

___ Douglas

Agreed to by and for:

[Signature]
Public Utility District No. 2 of Grant County, WA

4-14-14
Date

[Signature]
Public Utility District No. 1 of Chelan County

4-15-14
Date
Pursuant to Section B, Scope, of the Interlocal Master Agreement for Cooperative Action (ILA), between Chelan, Grant, and Douglas PUDs, the following Districts agree to participate in an action described as follows: cost sharing agreement for Grant hosting of a three (3) day NIGP Introduction to Public Procurement course. Grant has entered into an agreement with NIGP for the training. Grant shall pay all training costs ($670 per attendee) and shall supply lunches each day for all pre-registered attendees. Grant shall invoice Chelan at its cost for the training fees and the lunches supplied to each pre-registered Chelan employee.

X Grant

X Chelan

Douglas

Pursuant to Section C, Administrators, the following persons are hereby appointed as representatives for each PUD for the above-described cooperative action:

Grant               Rebecca Henricks, Sr. Contract Officer
Chelan              Debra Bryant, Procurement Supervisor

Pursuant to Section D, Administrative Costs and Determination of Lead PUD, the lead PUD for this cooperative action is hereby delegated as follows:

X Grant

Agreed to by and for:

Carol Mayer, Materials Manager
Public Utility District No. 2 of Grant County, WA

Date

Steve Currit, Director of Shared Services
Public Utility District No. 1 of Chelan County

Date