COLUMBIA BASIN WHITE STURGEON PIT TAGGING FUNDING AGREEMENT BETWEEN

GRANT COUNTY PUD AND CHELAN COUNTY PUD
AGREEMENT NO. 13-089

This Agreement is entered into this 19th day of February 2013, between Public Utility District No. 2 of Grant County (Grant) and Public Utility District No. 1 of Chelan County, (Chelan) sometimes referred to as “Party” or collectively the “Parties”.

PURPOSE
Chelan shall perform the following described work in support of regional efforts to jointly evaluate White Sturgeon Management Plans.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK
Chelan shall tag up to seven hundred (700) White Sturgeon owned by Grant at the Columbia Basin Hatchery in Moses Lake, Washington. The fish shall be tagged with Passive Integrated Transponder (PIT) tags and scute marked. PIT tags shall be provided by Grant ** SEE ATTACHMENT A/STATEMENT OF WORK.

PERIOD OF PERFORMANCE
The period of performance for this Agreement shall commence on March 11, 2013 and shall be completed by March 15, 2013 unless terminated sooner as provided herein.

PAYMENT
The parties have estimated that the cost of the work herein and Grant agrees to pay Chelan a fee for services under this Agreement not to exceed $2,000. Grant shall reimburse the actual costs invoiced by Chelan for performing the services rendered in Attachment A. Chelan shall provide all back up documentation required by Grant to make reimbursement. The price may be modified only in writing and executed by both parties.

BILLING PROCEDURES
Grant shall make reimbursement payment to Chelan for performing the services performed as outlined in Attachment A. Payment to Chelan shall be made within thirty (30) days of the date of invoice after receipt by Grant. The total amount requested shall not exceed $2,000.00.

TERMINATION
Either Party may terminate this Agreement upon fifteen (15) days prior written notification to the other Party. If this Agreement is so terminated, the terminating Party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement rendered prior to the effective date of termination.

NON-DISCRIMINATION
Title VI of the Civil Rights Act of 1964, (Public Law 88-352; 42 USC 200d-1) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
GOVERNING LAW/VENUE
This Agreement is made, executed under and is to be construed by the laws of the State of Washington. In the event of a suit, the undersigned agree that a visiting judge shall be assigned to the case so that a resident judge, who is also a customer of either Chelan or Grant, will not hear the case. The substantially prevailing Party in any legal action herein shall be entitled to reasonable attorney fees and all reasonable costs, including, but not limited to, expert witness fees, and travel and lodging expenses.

EFFECT OF OTHER AGREEMENTS
This Agreement shall not change or affect the responsibilities and obligations of Chelan under its Rocky Reach White Sturgeon Management Plan. The intent of this Agreement is to assist Grant in meeting their obligations as outlined in their long-term fish and relicensing agreements.

FILING
Administrators shall, in compliance with RCW 39.34, upon execution of this Agreement, post an electronic copy of the Agreement on the Parties' websites at the following addresses:
Chelan: www.chelanpud.org; Grant: www.grantpud.org.

CONTRACT MANAGEMENT
The project coordinator for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

<table>
<thead>
<tr>
<th>The Project Coordinator for GRANT PUD is:</th>
<th>The Project Coordinator for CHELAN PUD is:</th>
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<tbody>
<tr>
<td>Grant County PUD</td>
<td>Chelan County PUD</td>
</tr>
<tr>
<td>Mike Clement</td>
<td>Todd West</td>
</tr>
<tr>
<td>30 C Street SW</td>
<td>327 Wenatchee Avenue.</td>
</tr>
<tr>
<td>Ephrata, WA 98823</td>
<td>Wenatchee, WA 98801</td>
</tr>
<tr>
<td>Phone: (509) 754-0500</td>
<td>Phone: (509) 663-8121</td>
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the 19th day of February 2013.

PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY

By: [Signature]
Joe Miller, Fisheries Manager

Date: 2/21/2013

PUBLIC UTILITY DISTRICT NO. 2
OF GRANT COUNTY, WASHINGTON

By: [Signature]
Jeff Grizzell, Director of Natural Resources

Date: 2/20/2013
Columbia Basin Hatchery White Sturgeon PIT Tagging
SA 13-089, Attachment A
Statement of Work

Introduction
Chelan shall tag and mark up to seven hundred (700) juvenile White Sturgeon located at the Columbia Basin Hatchery, located in Moses Lake, Washington. The fish shall be tagged with passive integrated transponder (PIT) tags and scute cut. Tags shall be provided Grant and shall be delivered to Columbia Basin Hatchery by Monday, March 11, 2013.

Fish Collection and Tagging
Chelan shall bring and setup all tagging equipment and supplies needed to perform the tagging operation. AC power will be provided from the hatchery power source. Water shall be pumped from the raceway with a pump placed inside a fish proof enclosure. Water temperature will be noted upon filling of the fish holding containers and changed out as needed upon a two (2) degree increase in water temperature to the containers.

Fish will be transported to the tagging area in thirty nine (39) gallon Rubbermaid containers. Prior to tagging, fish shall be removed from the containers and placed in tubs containing MS-222.

Fish shall be tagged, using 12-mm Destron Fearing 134.2 kHz ISO PIT tags using a 12-gauge hypodermic needle fitted onto modified syringes. Scutes will be cut from each fish in a to-be-determined (TBD) pattern as desired by Grant. Tag code, fish length, weight, and fish condition will be stored using PITTAG 3 software. Fish will be transferred from the tagging stations to the holding raceway via a four (4) inch diameter pipe, or 39 gallon Rubbermaid containers.

Mortality and Shed Tags
Chelan will collect tags from mortalities and shed during the tagging operation. Columbia Basin Hatchery personnel shall be responsible for collecting tags from mortalities and shed tags found in the raceway after Chelan departs or until release of fish occurs.

Mortalities shall be scanned for tags and all PIT tags will be removed.

Data Transfer
Chelan shall provide Grant all original tagging files and Grant shall be responsible for data file submissions to PTAGIS.

Fees
Total compensation to be paid to Chelan shall not exceed $2,000.00. Grant shall reimburse the actual costs invoiced by Chelan for performing the services rendered in this Attachment A. Chelan shall provide all back up documentation required by Grant to make reimbursement. Payment shall be on a time and labor basis and be made in accordance with this Agreement. Estimated fees are as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (estimates)</th>
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<tbody>
<tr>
<td>Labor and Benefits</td>
<td>$2,000.00</td>
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