SERVICES/INDEPENDENT CONTRACTOR AGREEMENT
SA No. 14-213

1. PARTIES
Public Utility District No. 1 of Chelan County, Washington (hereinafter “District”) has retained Washington State University (hereinafter “Contractor”), an educational institution in the State of Washington, to perform services for the District pursuant to the following terms and conditions of this Services/Independent Contractor Agreement (“Agreement”).

2. DEFINITIONS
Acceptance: Notice from District to Contractor 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 its Specifications, documentation or this Agreement to the District’s satisfaction.
Deliverables: Contractor’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 Contractor’s performance under this Agreement.
Specifications: The technical and other written specifications, directions and Deliverables that define the requirements between District and the Contractor.

3. SCOPE OF SERVICES AND DELIVERABLES
The Services to be performed and the Deliverables to be provided by the Contractor are described as biological weed control and more specifically described in the Scope of Services attached as Exhibit A and by this reference herein incorporated.

4. DURATION AND TERMINATION
Services shall commence on April 1, 2015. All field services shall be completed by August 31, 2015, and all reports shall be completed and submitted to the District by October 31, 2015. The Agreement shall be terminated by any of the following events: (a) death or dissolution of the Contractor, (b) failure by Contractor to comply with any applicable laws, (c) mutual agreement of the parties, (d) District giving the Contractor not less than fifteen (15) days written notice of termination, (e) failure of Contractor to cure any material breach within seven (7) 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 the Services contemplated hereunder are completed.

4. PAYMENT AND INVOICING
The District will pay the Contractor 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 should be plainly marked with the SA 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., PO Box 1231, Wenatchee, WA 98807. Contractor may 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 the Contractor in the performance of this Agreement, exceed $28,000 as follows:
• The total amount of compensation to be paid by the District for Item 1.a. the Scope of Services, control release of biological controls per the Rocky Reach Wildlife Forum, including all fees and costs incurred by the Contractor in the performance of the services, shall not exceed $16,000.

• The total amount of compensation to be paid by the District for item 1.b. of the Scope of Services, release of biological controls per the Ute Ladies’ Tresses Subcommittee, including all fees and costs incurred by the Contractor in the performance of the services, shall not exceed $10,000.

• The Contractor shall provide separate invoices for services completed under Items 1.a. and 1.b. of Exhibit A, Scope of Services.

All undisputed and correct Contractor invoices shall be submitted to the District no later than October 31, 2015.

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

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 the Contractor. The Contractor is not to be considered an agent or employee of the District for any purpose and the Contractor is not entitled to any of the benefits that the District provides for the District’s employees. It is understood that the Contractor is free to contract for similar services to be performed for other parties while it is under contract with the District, provided that any services for others does not prevent the Contractor from fulfilling all the Contractor’s obligations pursuant to this Agreement.

Contractor, 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.

8. INDEMNITY
Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law.
9. CONDITIONS OF SERVICES AND NON-INTERFERENCE
The Contractor has informed itself fully of all conditions relating to the Services to be provided. Insofar as possible the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of the District or any other contractor.

10. INSURANCE
The Contractor shall, at its own expense, provide for the payment of workers compensation benefits to employees employed on or in connection with the Services covered by this Agreement, in accordance with the laws of the state in which the services are to be done. The Contractor shall also, at its own expense, provide for minimum insurance coverage as follows: general liability in the amount of $1,000,000, employer's liability in the amount of $1,000,000. This insurance shall be in effect prior to performing any Services under this Agreement and shall remain in effect for the duration of the Services covered by the Agreement. Additional insurance requirements or conditions may be added by amendment and the District, at its discretion, may require Contractor to provide evidence of such insurance. These insurance requirements shall not be deemed to limit the Contractor's liability to the District or any third party.

11. STANDARD OF PERFORMANCE
Contractor and District agree that performance of research services pursuant to this Contract shall conform to the highest academic standards. All personnel shall be fully qualified and authorized to perform the Services.

12. WORK PRODUCT
All data, designs, drawings, calculations, information obtained, materials information and the results of all Services performed by Contractor hereunder in written, electronic or other form, shall be the property of the Contractor and the District Copies shall be provided to the District prior to final payment.

13. COPYRIGHT
Copyright in all material created by the Contractor as part of this Agreement shall be the property of both parties.

14. DISCLOSURE OF CONFIDENTIAL INFORMATION
Contractor shall not divulge to any third parties any confidential 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 unless required to be disclosed by law. Contractor 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.

15. SAFETY
The Contractor and any subcontractors shall take all safety precautions necessary for the prevention of accidents, and shall, at a minimum, comply with all laws and regulations with regard to this matter.
16. ASSIGNMENT/SUBCONTRACT
The Contractor shall not assign this Agreement or any part thereof or subcontract any services without the advanced written approval of the District.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, RULES AND DISTRICT POLICIES
Contractor shall comply with all applicable federal, state and local laws and regulations, all of which are deemed to be incorporated into this Contract as if fully set forth.

18. APPLICABLE LAW AND ATTORNEY FEES
This Agreement shall be construed, for all purposes, solely and exclusively in accordance and pursuant to the laws of the State of Washington and the rights and obligations of District and Contractor shall be governed by the laws of the State of Washington. Contractor submits to the exclusive jurisdiction of the courts in the State of Washington, USA. Venue for any action filed to enforce or interpret the provisions of this Agreement shall be in Chelan County Superior Court, Chelan County, Washington. In the event of litigation to enforce the provisions of this contract, the substantially prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief allowed.

The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 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.

a. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. [60-741.5(d)]

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

20 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.
21. **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:

**Washington State University**  
Attn: Office of Grants and Research Development  
Room 423 Neill Hall  
PO Box 643140  
Pullman, WA 99164-3140  
Phone: (509) 335-9661  
Fax: (509) 335-1676  
ogrdr@wsu.edu

**Chelan County PUD**  
Attn: Von Pope  
PO Box 1231  
327 North Wenatchee Avenue  
Wenatchee, WA 98807  
Phone: (509) 661-4625  
Fax: (509) 661-8108

22. **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 23rd day of March, 2015.

**WASHINGTON STATE UNIVERSITY**  
By [Signature]  
Dan Nordquist, Director of Office of Grants and Research Development

**PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON**  
Signed in Counterparts  
By [Signature]  
Von Pope,  
Wildlife Program Manager

Contractor’s Tax Identification Number: 91-6001108
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Washington State University
Attn: Office of Grants and Research Development
Room 423 Neill Hall
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Pullman, WA 99164-3140
Phone: (509) 335-9661
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WASHINGTON STATE UNIVERSITY
By
Den Nordquist, Director of Office of
Grants and Research Development

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON
By
Von Pope,
Wildlife Program Manager

Contractor’s Tax Identification Number: 91-6001108
SA NO. 14-213
EXHIBIT A - SCOPE OF SERVICES, RATES AND PROJECT LEADERS

The Contractor executed Services/Independent Contractor Agreement dated the 23rd day of March, 2015. Pursuant to the Agreement, the Contractor agrees to perform the Services described below at the rates set forth below.

1. **PROJECT DESCRIPTION.**
The Contractor agrees to perform the following Services:

   a. Increase the population of biological control insects in an effort to reduce the spread of Dalmatian toadflax and diffuse knapweed within the Rocky Reach Wildlife Area (RRWA):

   The project to be performed is described as follows: Contractor shall collect biological control insects *Mecinus janthinus*, *Cypholeonus achates*, and *Larinus manutus* for release at multiple locations within the RRWA between Burch Mountain and the Entiat River on the Chelan County side of the Rocky Reach Reservoir. The Contractor may subcontract or assign other entities to conduct or assist with these services. Timing of releases shall take into consideration the phenology of Dalmatian toadflax and diffuse knapweed at the proposed release sites. Releases may occur at different times and intervals so as to give the biological control agents the opportunity to become established at the proposed release sites.

   Target release areas chosen by the Rocky Reach Wildlife Forum (RRWF) are shown in Exhibit 1, which is incorporated by this reference. Releases shall occur within or near the RRWA boundary (Figure 1). The number and location of release sites may change depending on phenology, cover, and availability of biological control agents.

   The Contractor shall mark release sites with GPS, photo each release site, and include this documentation with the final report and invoice to the District. A draft and final summary report shall be provided to the District stating the number and location of release sites, dates of release, and approximate number of biological control agents released at each site.

   b. Increase the population of biological control insects in an effort to reduce the spread of purple loosestrife (*Spiraanthus diluvialis*) to reduce potential impacts on Ute Ladies’ Tresses per the recommendation of the Ute Ladies’ Tresses Subcommittee.

   The project to be performed is described as follows: Contractor shall collect biological control insects *Galericella spp.* and *Nanophyes spp.* and release them at multiple locations within 100 feet of known *S. diluvialis* along Rocky Reach Reservoir. The Contractor may subcontract or assign other entities to conduct or assist with these services. Timing of releases shall take into consideration the phenology of purple loosestrife at the proposed release sites. Releases may occur at different times and intervals so as to give the biological control agents the opportunity to become established at the proposed release sites.

   The Contractor shall mark release sites with GPS, photo each release site, and include this documentation with the final report and invoice to the District. A draft and final summary report shall be provided to the District stating the number and location of release sites, dates of release, and approximate number of biological control agents released at each site.
c. The Contractor shall provide a final report that summarizes the date, number and location for each biological control release site.

- Draft report due to the District in Microsoft Word and Excel formats by September 30, 2015
- Final report due to the District in Microsoft Word and Excel formats by October 31, 2015

d. The Contractor shall provide separate invoices for services completed under items 1.a. and 1.b. of this Scope of Services.

2. **RATES.**

**1.a. Rocky Reach Wildlife Forum**

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<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$3,873</td>
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<tr>
<td>Fringe Benefits</td>
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<tr>
<td>Materials/Supplies/Goods &amp; Services</td>
<td>$4,931</td>
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<tr>
<td>Domestic Travel</td>
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<tr>
<td>Total Direct Costs</td>
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<td>F&amp;A/Overhead/Indirect Costs</td>
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</tr>
<tr>
<td>*MTDC of $14,286</td>
<td>$3,714</td>
</tr>
<tr>
<td>Total Anticipated District Costs</td>
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**1.b. Ute Ladies Tresses**

<table>
<thead>
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<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Salaries</td>
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<td>Fringe Benefits</td>
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<tr>
<td>Materials/Supplies/Goods &amp; Services</td>
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<tr>
<td>Domestic Travel</td>
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</tr>
<tr>
<td>Total Direct Costs</td>
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<tr>
<td>F&amp;A/Overhead/Indirect Costs</td>
<td>26.0%</td>
</tr>
<tr>
<td>*MDTC of $7,936</td>
<td>$2,064</td>
</tr>
<tr>
<td>Total Anticipated District Costs</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

*MTDC = Modified Total Direct Costs

3. **PROJECT LEADERS.**

The District's Project Leader is Von Pope, who may be reached by phone at (509) 661-4625, by fax at (509) 661-8108, and by email at von.pope@chelanpud.org.

The Contractor's Project Leader is Dale Whaley, who may be reached by phone at (509) 754-8531, fax at (509) 745-8619, and by email at dwhaley@wsu.edu.
Exhibit 1. Rocky Reach Wildlife Area (RRWA) and Mills Canyon Fire perimeter where biological controls are to be released in 2015.