

INTERAGENCY AGREEMENT

between

PUBLIC UTILITY DISTRICT No. 1 of CHELAN COUNTY**AND****WASHINGTON DEPARTMENT of FISH and WILDLIFE**

This Agreement is made and entered into by and between Public Utility District No. 1 of Chelan County (District) and the Washington Department of Fish and Wildlife (WDFW), which hereafter may individually be referred to as Party or collectively as the Parties, respectively, as authorized by the Interlocal Cooperation Act, RCW 39.34.

STATEMENT OF WORK

WDFW shall provide labor to replace outdated passive integrated transponder (PIT) tag monitoring equipment as specified in Exhibit A (Scope of Services and Project Leaders) attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon execution of Agreement and be completed on **December 31, 2023**, unless terminated sooner as provided herein.

PAYMENT AND BILLING PROCEDURE

Compensation for the work/services provided in accordance with this Agreement will be paid by the District to WDFW within 30 days of receipt of invoice, at the approved rates provided in this Agreement. Payment for satisfactory performance of such work/services shall not exceed **\$13,589**, unless the Parties mutually agree in writing to a higher amount prior to the commencement of any work/services which will cause the maximum payment amount herein to be exceeded.

RATES

1	PERSONNEL					\$10,179
	Scientific Technician 4	0.75	mo	@	\$5,013	\$3,760
	Scientific Technician 3	0.75	mo	@	\$4,541	\$3,406
		<i>Total</i>	1.5		<i>Wages Subtotal</i>	\$7,166
	<i>Benefits</i>					
	OASI/Medicare		salary	@	7.65%	\$548
	Retirement		salary	@	10.39%	\$744
	Paid Family Medical Leave		salary	@	0.16%	\$11
	Labor and Industries		mo	@	\$48.58	\$73
	Health Insurance		mo	@	\$1,091.00	\$1,637
					<i>Benefits Subtotal</i>	\$3,013
2	SUPPLIES/EQUIPMENT					\$0
3	OVERHEAD / INDIRECT *	33.50%				\$3,410
4	TOTAL					\$13,589

BILLING PROCEDURE

Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration or termination date.

RECORDS MAINTENANCE

WDFW shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the work/services described herein. These records shall be subject to inspection, review or audit by the District, other personnel duly authorized by the District, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained in accordance with Washington State law, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access to and the right to examine any of these materials during this period. The District in requesting access to records shall provide reasonable notice.

Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will become the property of both Parties, unless otherwise agreed.

INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. The conduct and control of the work/services and safety measures required of either Party shall be the responsibility of that Party.

PUBLIC RECORDS REQUEST

The Parties are public entities subject to the public disclosure laws of the State of Washington. Neither Party shall release the studies, reports, and other information not otherwise available to the public, resulting from the work/services to be performed by the District and its contractors, consultants and other third-party entities to any person who requests public records without first consulting with the other Party. If a Party receives a public disclosure request from a third party for such information, that Party will notify the other Party within five (5) business days of such request. The Parties will discuss the appropriate action to be taken, including release of the requested information, seeking a protective order, or other action prior to any release of information. If the Parties are unable to agree upon the appropriate action, the dispute resolution provisions of this Agreement shall apply or the Party wishing to protect the requested information may seek a protective order at its sole expense. The other Party agrees to cooperate in such action. This provision shall not be interpreted to require a Party to delay in providing requested information to the person requesting public records.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind their respective Party.

TERMINATION

This Agreement may be terminated earlier by written notice issued to the other Party at least thirty (30) days in advance of the date of termination.

DISPUTES

If a dispute arises out of or relates to this Agreement, the Parties agree to first use their reasonable best efforts to cooperatively resolve such dispute. The District and the WDFW shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each Party's staff with appropriate authority to resolve such disputes. When a dispute arises between the District and the WDFW, which cannot be resolved in the normal course of business, each Party shall notify the other of the dispute, with a Notice specifying the disputed issues.

The District and WDFW coordinators shall use their reasonable best efforts to resolve the dispute within five (5) business days of submission by either Party to the other of such dispute notice. If the District and WDFW coordinators are unable to resolve the dispute within such five (5) business day period, they shall immediately escalate the matter to the WDFW's senior official(s) with appropriate authority to resolve the dispute and the District's appropriate Managing Director, or their designee, who shall have ten (10) business days to resolve the dispute. If these representatives are unable to resolve the dispute within such period, either Party may pursue its available legal and equitable remedies.

WDFW and District agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.

If the subject of the dispute is the amount due and payable hereunder by the District, WDFW shall continue providing the work/services pending resolution of the dispute, provided the District pays WDFW the amount District, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount WDFW, in good faith, believes is due and payable.

INDEMNIFICATION

Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, subcontractors and agents. Except as provided in the preceding sentence, no Party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

This indemnity obligation specifically includes liability or alleged liability that may arise from injury or loss suffered by any employee of either Party or any subcontractor. The

parties agree to waive immunities provided by the Washington Industrial Insurance Act, RCW Title 51, or any other applicable Industrial Insurance/Worker's Compensation Acts. **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 LAWS AND POLICIES

Both Parties are governmental entities under the laws of the State of Washington, and as such, except as provided in this Agreement, each Party shall be subject to its applicable laws, authorities, and policies. In the event authorities or policies conflict, the Parties agree to meet to discuss how to resolve the differences. Furthermore, the Parties agree that the rights and obligations set forth in this Agreement shall be binding upon and inure to the benefit of the Parties successors and assigns, including specifically without limitation any successor entities or agencies.

WDFW shall comply with all agreed to District procedures, protocols, and policies referred to in this Agreement that affect WDFW (e.g., safety, injuries, dress code, security, personnel behavior, etc.)

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by applicable state and federal law and the District's federal licenses.

ASSIGNMENT

The work/services to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party, which consent shall not be reasonably withheld.

FORCE MAJUERE

No Party shall be liable to the other Party for breach of this Agreement as a result of a failure to perform or for delay in performance of any provision of this Agreement if such performance is delayed or prevented by Force Majeure. Force Majeure shall be defined as an event not foreseeable by or within control of the performing Party. The Party whose performance is affected by Force Majeure shall notify the other Party in writing within 24 hours, or as soon thereafter as practicable, after becoming aware of any event that such affected Party contends constitutes Force Majeure. Such notice will identify the event causing the delay or anticipated delay, estimate the anticipated length of delay, state the measures taken or to be taken to minimize the delay, and estimate the timetable for implementation of the measures. The affected Party shall make all reasonable efforts to promptly resume performance of this Agreement and, when able, to resume performance of its obligations and give the other Party written notice to that effect. Upon receipt of

notice of a Force Majeure event, any Party may request that the Parties engage in discussion in an effort to modify this Agreement in a mutually satisfactory manner.

WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless otherwise stated as such in a writing.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties hereto. No other understandings or commitments, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

CONTRACT MANAGEMENT

The Project Leader 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.

The Contractor’s Project Leader is Tom Desgroseilleir, who may be reached by phone at 509-699-4572, and by email at Thomas.Desgroseillier@dfw.wa.gov.

The District’s Project Leader is Catherine Willard, who may be reached by phone at 509-699-8189, and by email at Catherine.Willard@chelanpud.org.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHINGTON DEPARTMENT OF FISH & WILDLIFE

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

By: Jeffrey Hugdahl

By: Catherine Willard

Name: Jeffrey Hugdahl

Name: Catherine Willard

Title: Contracts Manager

Title: Senior Fisheries Biologist

Date: 4/3/2023

Date: 4/5/2023

EXHIBIT A - SCOPE OF SERVICES

WDFW agrees to perform the work/services described below at the rates set forth in this Agreement.

1. PROJECT DESCRIPTION

WDFW shall provide labor to replace outdated passive integrated transponder (PIT) tag monitoring equipment at two locations: (1) within the Little Wenatchee River and (2) the Eastbank Outfall. Upgraded antennas and associated PIT tag monitoring equipment shall be constructed and installed by WDFW. All needed materials will be purchased by the District and provided to the Contractor.

2. SCOPE OF WORK/SERVICES

WDFW shall complete the following:

Little Wenatchee River:

1. Removal and disposal of old antennas and exciter cables.
2. Construction and installation (anchoring) of new antennas.
3. Construction and installation (anchoring) of antenna ACN enclosures (PODS) and cabling.
4. Construction of antenna power supply.
5. Replace enclosure for power supply (job box). Old enclosure will be recycled.
6. Replace mux transceiver with IS1001 MC.
7. Solar panels, charge controller, cellular modem, and other various electronic devices will be reused.
8. Testing and tuning of new equipment.

East Bank Outfall:

1. Replacement of Qbe with IS1001MC transceiver. Qbe transceiver will be disposed of.
2. Construction and installation of cabling and ACN enclosures.
3. Testing and tuning of new equipment.