



INTERAGENCY AGREEMENT

between

PUBLIC UTILITY DISTRICT No. 1 of CHELAN COUNTY

and

PUBLIC UTILITY DISTRICT No. 1 of DOUGLAS COUNTY

AGREEMENT NO. 21-11582

1. PARTIES

Public Utility District No. 1 of Chelan County, Washington (hereinafter “Chelan”) has retained Douglas County Public Utility District, (hereinafter “Douglas”) (collectively referred to as “Parties”), to perform services for Chelan pursuant to the terms of this Interagency Agreement (“Agreement”) authorized by the Interlocal Cooperation Act, RCW 39.34.

2. DEFINITIONS

Acceptance: Notice from Chelan to Douglas that a Deliverable or Service has been completed in accordance with this Agreement.

Deliverables: Douglas’s products which result from the Services and which are prepared for Chelan (either independently or in concert with Chelan or third parties) during the course of Douglas’s performance under this Agreement.

3. SCOPE OF SERVICES AND DELIVERABLES

The Services to be performed and the Deliverables to be provided by Douglas are described in the Scope of Services Exhibit, attached hereto, and by this reference herein incorporated.

4. PAYMENT

Chelan will pay Douglas an undisputed amount based on Services performed in accordance with the terms of this Agreement and as itemized on a written invoice to Chelan, as verified by Chelan’s Project Leader. All correspondence and invoices should be plainly marked with the Agreement number referenced above. Invoices may be emailed to APDept@chelanpud.org, delivered or mailed to Public Utility District No. 1 of Chelan County, 327 N. Wenatchee Ave., P. O. Box 1231, Wenatchee, WA 98807. Douglas shall bill Chelan upon completion of the project with net payment due thirty (30) days from the date that the correct invoice is received by Chelan. However, in no event shall the total amount of compensation to be paid by Chelan for said Services, including



all fees and costs incurred by Douglas in the performance of this Agreement, exceed **\$10,000.00**.

If Douglas fails to deliver Deliverables or to provide Services, which satisfy Douglas's obligations hereunder, Chelan shall have the right to withhold any and all payments due hereunder. Chelan may withhold any and all such payments due hereunder to Douglas, without work stoppage, until such failure to perform is cured.

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 fixed cost 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 this Agreement is in the mutual interest and benefit of both organizations. The conduct and control of the Services and safety measures required by the Services lie jointly with both Parties. Douglas is not to be considered an agent or employee of Chelan for any purpose and Douglas is not entitled to any of the benefits that Chelan provides to Chelan's employees. It is understood that Douglas is free to contract for similar services to be performed for other parties while it is under contract with Chelan, provided that any work for others does not prevent Douglas from fulfilling all the Douglas's obligations pursuant to this Agreement.

Douglas, 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. Douglas agrees to pay its own social security taxes, income taxes and other health.

7. INDEMNITY

To the full extent permitted by applicable law, the Parties agree to hold each other harmless and indemnify one another for any acts of negligence committed or caused by one Party or its agents, consultants, employees or subcontractors that harms the other or a third party including, but not limited to, property damage, loss of fish and personal injury or death. The Parties stipulate that this indemnity provision was mutually negotiated to the fullest extent allowed by the laws of Washington.

Limitation of Liability: Notwithstanding the foregoing paragraph, in no event shall any Party be liable to another Party for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental, or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure of performance related hereto howsoever caused, whether or not arising from



such Party's sole, joint, or concurrent negligence.

8. DURATION AND TERMINATION

The Agreement shall be in effect upon the Effective Date and shall be terminated by any of the following events: (a) death or dissolution of Douglas, (b) failure to comply with any applicable law, (c) mutual agreement of the Parties, (d) Either Party giving not less than fifteen (15) days advance written notice of termination, or (e) failure of Douglas to cure any material breach within (7) seven days of receipt of written notice from Chelan. Chelan may at any time stop performance of Services without terminating the Agreement. Otherwise, this Agreement shall remain in force until October 31, 2021, or earlier if the Services contemplated hereunder are completed to the satisfaction of Chelan.

9. STANDARD OF PERFORMANCE

Douglas will perform its Services with the level of skill, care and diligence normally provided by and expected of persons performing Services similar to and like those to be performed pursuant to this Agreement. Douglas understands and acknowledges that Chelan will be relying upon its accuracy, competence and credibility and the completeness of the Services to be provided hereunder. All personnel shall be fully qualified and authorized to perform the Services.

10. QUALIFIED PERSONNEL

All Services required hereunder will be performed by Douglas or under Douglas's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services. Douglas's personnel assigned to perform Services hereunder, as identified in Scope of Services Exhibit, shall not be replaced without written approval in advance by Chelan's Project Leader.

11. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Douglas shall comply with all applicable federal, state and local laws and regulations, all of which are deemed to be incorporated into this Agreement as if fully set forth.

12. DRUG FREE WORKPLACE

Douglas agrees to abide by the Drug Free Workplace Act of 1988. Douglas shall immediately remove any employee from further work when it is determined that they are not fit for duty. Douglas further agrees that failure to comply with the aforementioned shall be cause for Chelan to immediately terminate this Agreement without advance notice.

13. SAFETY

The Parties and their subcontractors, if any, shall take all safety precautions and shall comply with all laws and regulations with regard to safety and the work to be performed.

14. 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:

Public Utility District No. 1 of Chelan
County

Attn.: Catherine Willard

P. O. Box 1231
327 N. Wenatchee Avenue
Wenatchee, WA 98807
Phone: (509) 663-8121
Email:
Catherine.willard@chelanpud.org

Public Utility District No. 1 of Douglas
County

Attn: Greg Mackey, Fisheries Biologist
Amber Nealy, Admin Assistant
1151 Valley Mall Parkway
East Wenatchee, Washington 98802

Phone: 509-393-3945 (Greg)
Email: gregm@dcpud.org
amber.nealy@dcpud.org

15. 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.

16. ATTORNEY'S FEES

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.

17. GOVERNING LAW AND VENUE

This Agreement 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 to enforce or interpret this Agreement shall be in Superior Court for Chelan County, Washington.



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

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

18. AMENDMENTS

The scope of work, costs, schedule and other terms of this Agreement shall not be changed except in writing. Any such writing shall be agreed to and properly executed by both Parties prior to the change being effective.

19. TIME IS OF THE ESSENCE

Time is of the essence in performance of the Services. Douglas agrees to complete the Services to the reasonable satisfaction of Chelan within the contract timeframe agreed upon by the Parties.

20. PRECEDENCE

In the event there is any conflict between a provision of this Agreement and any statement, term or provision in any exhibit or attachment hereto, this Agreement shall be controlling unless the conflicting provision in the exhibit or attachment expressly states that it supersedes or replaces a specific provision or provisions of the Agreement.

21. ENTIRE AGREEMENT

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



22. AUTHORIZED SIGNATURES

Each individual executing this Agreement warrants they are fully authorized to bind their principal to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 18th day of May, 2021 (Effective Date).

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY

By: [Signature]
Name: Arene Knapton
Title: Fish & Wildlife Manager

PUBLIC UTILITY DISTRICT NO. 1 OF
DOUGLAS COUNTY

By: [Signature]
Name: Gary R. Ivory
Title: General Manager



EXHIBIT A SCOPE OF SERVICES
INTERLOCAL AGREEMENT NO. 21-11582
DOUGLAS COUNTY PUBLIC UTILITY DISTRICT

Pursuant to the Agreement 21-11582, Douglas agrees to perform the Services described below:

1. PROJECT DESCRIPTION AND DELIVERABLES

Collect up to 382 hatchery-origin adult, summer Chinook salmon broodstock at Douglas's Wells Volunteer Trap for Chelan's brood year 2021 Chelan Falls summer Chinook hatchery program. Chelan's Eastbank Hatchery staff will transport fish collected at the Wells Volunteer Trap and held at the Wells Hatchery to Chelan's Eastbank Hatchery. Wells Hatchery staff will coordinate with Eastbank Hatchery staff on when to transport fish from the Wells Hatchery to the Eastbank Hatchery.

2. PROJECT LEADERS

Chelan's Project Leader is Catherine Willard, who may be reached by phone at 509-699-8189, and by email at catherine.willard@chelanpud.org.

Douglas's Project Leader is Greg Mackey, who may be reached by phone at 509-393-3945, and by email at gregm@dcpud.org.