



INTERAGENCY AGREEMENT

TITLE: Southern Resident Orca Task Force - Increase Chinook Abundance

WDFW NUMBER: 19-13464

CONTRACTOR: Douglas County PUD

CONTRACT PERIOD: 07/01/2019 to 06/30/2021

TYPE: Payable / Goods and Services / Interlocal

CONTRACT VALUE: \$350,000.00

A. PARTIES TO THIS CONTRACT

This Contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), PO Box 43135, Olympia, WA 98504-3135; and Douglas County PUD (Contractor), 1151 Valley Mall Parkway, East Wenatchee, WA 98802-4497; and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

This contract sets out the terms and conditions by which the Contractor shall provide goods and/or services to WDFW.

C. DESCRIPTION OF PROJECT

The Contractor shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment "A" General Terms and Conditions

Attachment "B" Contract/Project Summary

Attachment "C" Statement of Work

D. PERIOD OF PERFORMANCE

The performance period under this Contract shall commence on 07/01/2019 and terminate on 06/30/2021. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this Contract. The Contract may be terminated or the performance period extended pursuant to terms set forth in Attachment "A."

E. COMPENSATION / PAYMENT

The total dollars provided by WDFW for this project shall not exceed \$350,000.00. The Contractor shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this Contract will be reimbursed. Any additional services provided by the Contractor must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Contractor not more often than monthly. The invoices shall describe and document to WDFW's satisfaction a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for the services rendered if the Contractor fails to satisfactorily comply with any term or conditions of this contract.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties of this Contract are subject to this Contract, including the Attachments, which are incorporated herein by this reference. By signing this Contract the Contractor acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this Contract.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES

The Contractor shall comply with, all applicable state, federal, and local laws and regulations, including published WDFW policies, while performing under this Contract

H. ORDER OF PRECEDENCE

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations.
- Special Terms and Conditions as contained in this basic contract instrument.
- Attachment A - General Terms and Conditions.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

I. CONTRACT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this Contract. All written communications regarding this Contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Contractor's Representative/Project Manager

Shane Bickford
1151 Valley Mall Parkway
East Wenatchee WA 98802
(509) 881-2208 office
(509) 669-1115 cell
sbickford@dcpud.org

WDFW's Representative/Project Manager

Robert Allan
48 Devonshire Road
Montesano Washington 98563
(360) 249-1204
Robert.Allan@dfw.wa.gov

J. ENTIRE CONTRACT

This Contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this Contract shall exist or bind any of the parties.

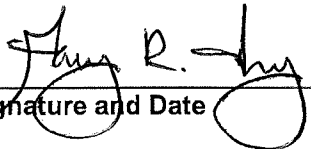
K. APPROVAL

This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This Contract may be altered, amended, or waived only by a written amendment executed by both parties.

IN WITNESS WHERE, WDFW and the Contractor have signed this contract.

DOUGLAS COUNTY PUD

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE



Signature and Date

Signature and Date

Gary R. Ivory, General Manager

Printed Name and Title

Printed Name and Title

Attachment A -

GENERAL TERMS AND CONDITIONS Interagency Agreements

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" or "WDFW" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- E. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS

This contract 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 each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

In the event that a dispute arises under this contract, it shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed

shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process and if applicable, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

ENTIRE AGREEMENT

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

EQUIPMENT MANAGEMENT

For the purposes of this contract, "Inventoriable Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of \$5,000 or greater; and tangible assets with a unit cost of more than \$300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, and video equipment; and firearms, boats and motorized vehicles of any value.

If the CONTRACTOR uses contract funds to purchase Inventoriable Equipment, title to that Inventoriable Equipment shall be held by the AGENCY unless otherwise specified in this contract. The AGENCY's Inventoriable Equipment provided to the CONTRACTOR shall be used only for the performance of this contract. Title to the AGENCY's Inventoriable Equipment shall remain with the AGENCY.

The CONTRACTOR shall take reasonable steps to account for and protect Inventoriable Equipment from loss or damage; report to the AGENCY any loss or damage of such property; and take reasonable steps to protect such property from further damage. The CONTRACTOR shall surrender to the AGENCY all Inventoriable Equipment either provided by the AGENCY or purchased with contract funds upon the completion or termination of this contract.

FINAL INVOICE

The CONTRACTOR shall submit the final invoice not later than 60 calendar days from the end of the contract period.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

HOLD HARMLESS

Each party to this contract will be assigned, and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. Both parties agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this contract.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this contract 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.

NONDISCRIMINATION

During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

PREVAILING WAGE

If any work performed by subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the CONTRACTOR shall ensure that its subcontractors pay the prevailing rate of wages to all subcontractor workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

RECORDS MAINTENANCE

The parties to this contract shall each 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 services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AGENCY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination" clause, without the thirty-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the AGENCY for any breach in the performance of the CONTRACTOR'S duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TERMINATION

Either party may terminate this contract upon 30-days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this contract, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this contract may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

**Attachment B -
CONTRACT/PROJECT SUMMARY**

TITLE: Southern Resident Orca Task Force - Increase Chinook Abundance		WDFW CONTRACT NUMBER: 19-13464	
PERIOD: 07/01/2019 to 06/30/2021 CONTRACTOR: Douglas County PUD CONTRACTOR CONTACT: Shane Bickford (509) 881-2208 CONTRACT TYPE: Payable/Goods & Services/Interlocal		WDFW MANAGER: Robert Allan (360) 249-1204	
SUMMARY CONTRACT DESCRIPTION: <p>The intent of the Agreement is to provide Douglas County Public Utility District the special proviso funds for hatchery operations that are prioritized to increase prey abundance for southern resident orcas. Funding in the amount of \$175,000 in fiscal year 2020 (July 1, 2019 through June 30, 2020) and \$175,000 in fiscal year 2021 (July 1, 2020 through June 30, 2021) are provided solely for additional hatchery production of salmonids that increase prey abundance for southern resident orcas.</p> <p>This funding is being provided in support of the Southern Resident Orca Task Force Goal 1 to Increase Chinook Abundance – Hatcheries Provide additional Chinook through increased hatchery production; Recommendation 6: Significantly increase hatchery production and programs to benefit Southern Resident orcas consistent with sustainable fisheries and stock management, available habitat, recovery plans and the Endangered Species Act. Hatchery increases need to be done in concert with significantly increased habitat protection and restoration measures.</p> <p>The recommendation further states beginning in fiscal year 2020 and into the future, increase hatchery production for the benefit of Southern Resident orcas at facilities in Puget Sound, on the Washington Coast and in the Columbia River basin in a manner consist with sustainable fisheries and stock management, state and federally adopted recovery plans and the ESA.</p>			
Master Index Number(s): 57612			
CFDA Number	Award Year	Award Number	Research & Development?
N/A			

Attachment C - STATEMENT OF WORK

1. Introduction

The intent of the Agreement is to provide Douglas County Public Utility District the special proviso funds for hatchery operations that are prioritized to increase prey abundance for southern resident orcas. Funding in the amount of \$175,000 in fiscal year 2020 (July 1, 2019 through June 30, 2020) and \$175,000 in fiscal year 2021 (July 1, 2020 through June 30, 2021) are provided solely for additional hatchery production of salmonids that increase prey abundance for southern resident orcas.

This funding is being provided in support of the Southern Resident Orca Task Force Goal 1 to Increase Chinook Abundance – Hatcheries Provide additional Chinook through increased hatchery production; Recommendation 6: Significantly increase hatchery production and programs to benefit Southern Resident orcas consistent with sustainable fisheries and stock management, available habitat, recovery plans and the Endangered Species Act. Hatchery increases need to be done in concert with significantly increased habitat protection and restoration measures.

The recommendation further states beginning in fiscal year 2020 and into the future, increase hatchery production for the benefit of Southern Resident orcas at facilities in Puget Sound, on the Washington Coast and in the Columbia River basin in a manner consist with sustainable fisheries and stock management, state and federally adopted recovery plans and the ESA.

Please reference the Southern Resident Orca Task Force Recommendations at this link for further details:

https://www.governor.wa.gov/sites/default/files/OrcaTaskForce_reportandrecommendations_11.16.18.pdf

2. Description of Project Requirements

This Agreement provides the funding for general hatchery operations and maintenance as provided through the Washington State Legislature (proviso funds) for the implementation of the Southern Resident Orca Task Force recommendations as noted in Goal 1 – Recommendation 6 to provide additional Chinook through increased hatchery production.

Contractor will increase hatchery production of salmonids (500,000 sub-yearlings summer Chinook) with the sole purpose of providing increased prey abundance for southern resident orcas. Eligible costs include:

Primary fish husbandry activities including broodstock collection, spawning, incubation, rearing, daily feeding and cleaning, release of fish. Additional tasks including daily feeding, mortality removal, screen brushing or cleaning, water temperature observation and recording, water quality testing, record keeping, grounds maintenance, stand-by responsibility, intake inspection and cleaning, minor facility repairs and improvements; (i.e. lighting, plumbing, bird netting, pond screens, stop-logs, etc), fish health inspections, diagnosis, and treatment, and mass marking. Supply consumables such as fish feed, fish health chemicals and treatments, and other miscellaneous supplies associated with fish culture.

Contractor is required to adipose fin clip hatchery Chinook and coho produced with this funding, unless the increased production is part of a conservation recovery program.

Contractor is required to manage production in a manner, that they do not adversely affect native runs.

The release location for this state authorized increase in hatchery production is dependent upon WDFW receiving an approved Endangered Species Act permit from NOAA prior to release. Contractor will operate under the WDFW's HGMP and ESA permit for this production program. Contractor will adhere to all permit/plan requirements and limitations.

Contractor is requested to, when possible, work cooperatively with local community groups and schools and will provide opportunities for volunteerism and education.

NOAA Permit – Should NOAA fail to issue a timely permit to WDFW, WDFW will reimburse the Contractor for production under this agreement. If permit is not issued in a timely fashion, WDFW and the Contractor will need to discuss and agree upo the options for use of these extra hatchery fish.

3. Project Schedule/Deliverables for Conduct of Work

Contractor has provided an initial project plan which was due by July 1, 2019; as well as an annual report by August 15, 2020 and August 15, 2021 to include details on the total number of increased production that are prioritized to increase prey abundance. The initial project plan and annual reports are to include, but not limited to:

- To the extent possible, the details of day-to-day project operation;
- Fish production plan(s), which identifies the species, stocks, broodstock needed, and number of fish to be produced by the project during each fiscal year;
- Tasks required to complete general project objectives; and
- Monitoring and evaluation plans and results.
- Fish health inspection reports
- Post-release reports detailing what actually occurred in relation to the fish production plan

4. Budget/Reimbursement

Total budget shall not exceed \$350,000 (\$175,000 each fiscal year) for additional hatchery production as set forth below:

Funding Request for Task Force Recommendation #6								
Species	Number of Fish	Number of FTE's	Salaries	Benefits	G&S	Other	Total Annual Operational (Production) Costs	Biennial Operational (Production) Costs
Chinook	500,000	1.3	\$65,000	\$32,500	\$67,000	\$10,500	\$175,000	\$350,000
Amount Available in Proviso							\$175,000	\$350,000

Line item costs are estimated and may be adjusted between lines upon agreement with the WDFW Project Manager as long as the total annual budget does not exceed \$175,000 in each fiscal year for additional hatchery production.

All invoices and any required reports are to be sent directly to the WDFW Project Manager listed herein.

5. Compensation:

The total dollars provided by WDFW for this project shall not exceed \$350,000 (\$175,000 each fiscal year). The Contractor shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this contract will be reimbursed. Any additional services provided by the Contractor must have prior written approval of WDFW.

Funds must be spent during the periods indicated in this paragraph. No funds may be carried forward from one time period to the next. \$175,000 for the period 7/1/2019-6/30/2020; and \$175,000 for the period 7/1/2020-6/30/2021.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the WDFW Project Manager by the Contractor not more often than monthly. The invoices shall describe and document to WDFW's satisfaction a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.