

**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN
UNDERWOOD CONSERVATION DISTRICT
AND
OKANOGAN CONSERVATION DISTRICT**

This Interlocal Agreement is between the Underwood Conservation District, hereinafter referred to as "UCD," and Okanogan Conservation District, and hereinafter referred to as "District." This Interlocal Agreement is made and entered into pursuant to the provisions in Chapter 39.34 RCW.

I. PURPOSE

The purpose of this Contract is to provide engineering services for the Chewuch Canal Company Irrigation Efficiencies Piping Project.

II. SCOPE OF WORK

UCD will provide engineering services, as set forth in Exhibit A - Scope of Work. This work is associated with restoration, conservation and / or mitigation activities of the District.

III. PERIOD OF PERFORMANCE

The period of performance under this Contract will be from May 1st, 2023 to April 31st, 2025. This may be extended by demands of the project or agreement of the parties.

IV. COMPENSATION AND PAYMENT

UCD shall invoice the District for the work performed on a monthly basis. The cost of services shall be based upon the current fee schedule attached as Exhibit B, which may be updated as needed. Expenses and costs shall be reimbursed by the District to UCD at actual cost.

Payment by District shall be made within 30 days of receipt of the invoice from UCD.

V. CONTRACT MANAGEMENT

All notices and communications shall be routed through the contract manager for each party. Billings shall also include the billing contact. The contract manager may change upon written notice to the other party.

Contract Manager for UCD is:	Contract Manager for District is:
Carly Lemon, PE 509-637-7002 carly@ucdwa.org Underwood Conservation District PO Box 96 White Salmon, WA 98672	Jordana Ellis, Project Manager jordana@okanogancd.org 509-429-3468 Okanogan Conservation District 1251 2 nd Ave S, Okanogan WA 98840

Billing Contact for UCD is:	Billing Contact for District is:
Ann Gross 509-637-7005 ann@ucdwa.org Underwood Conservation District PO Box 96 White Salmon, WA 98672	Becky Drenner, Finance Director becky@okanogancd.org 509-429-3418 Okanogan Conservation District 1251 2 nd Ave S, Okanogan WA 98840

VI. INSURANCE AND LIMIT OF LIABILITY

UCD shall provide professional liability insurance coverage for the engineer's work being performed under this contact in the amount of no less than \$1,000,000. This is the maximum amount for which UCD will be responsible for any work performed by the engineer.

VII. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be a "work made for hire" as defined by Title 17, § 101 of the United States Code and shall be owned by the Conservation District for whom the data are created under this Agreement. Data includes, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, computer files, films, tapes, and or sound reproductions. Ownership includes the right to reproduce, patent, register, license, and ability to transfer these rights.

VIII. EMPLOYEE STATUS

The engineer shall continue to be an employee of UCD and at no time shall be considered an employee of the District. UCD shall be responsible for compensation to the engineer including

all benefits. The District shall ensure the work environment for engineer is consistent with and does not violate all federal, state and local laws regarding non-harassment, non-discrimination and other workplace laws.

IX. LANDOWNER PERMISSION AND PERMITTING

District projects often involve private land not owned by the District. District will be responsible for obtaining proper landowner permission.

For projects in a public right of way (ROW), the District shall secure the appropriate permit for the scope of work from the appropriate agency.

X. GOVERNANCE AND INTERPRETATION

This Agreement is entered into pursuant to and under the authority granted conservation districts by RCW 89.08 (the Conservation Districts Law) and by RCW 39.34 (the Interlocal Cooperation Act). 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 giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. The scope of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

XI. TERMINATION

This agreement may be terminated by mutual agreement or by either party with 30 days advanced notice. The agreement may be terminated without notice should the work or any provision of the project not comply with applicable laws.

IN WITNESS WHEREOF, the parties have executed the Agreement.

Underwood Conservation District

Tova Tillinghast

Digitally signed by Tova
Tillinghast
Date: 2023.09.15 13:54:09 -07'00'

Signature

District Director

Title

Sept. 15, 2023

Date

Kanogan Conservation District

Haig J. Nelson

Signature

Executive Director

Title

9/5/2023

Date

EXHIBIT A
SCOPE OF WORK
for
PROFESSIONAL ENGINEERING SERVICES

It is the purpose of this agreement for UCD to provide engineering assistance as it relates to the implementation of conservation projects within the boundaries of the District. UCD will provide staff time for Carly Lemon, PE for engineering services.

EXHIBIT B
ELIGIBLE EXPENSES AND FEE SCHEDULE
for
PROFESSIONAL ENGINEERING SERVICES

All relevant and eligible expenses incurred by UCD, reimbursed by the District's funding sources, shall use the current composite rates for engineering and supporting administrative staff, as currently filed with the Commission. Travel costs are eligible to support the project work. Overhead may be charged by UCD at the SCC-approved rate of 25% of associated Salaries and Benefits.

The following budget is estimated for the work:

Salaries and Benefits

Carly Lemon, PE

Tova Tillinghast, District Director

Ann Gross, Financial Manager

Mileage (at current state mileage rate)

Travel costs (at current per diem rates)

Overhead (25% of S&Bs)

TOTAL NTE = Contract not to exceed \$40,000.