

AGREEMENT TO PROVIDE HERBICIDE TREATMENT TO FLOWERING RUSH,  
PURPLE LOOSESTRIFE AND YELLOW FLAG IRIS  
on the BOX CANYON REACH of the PEND OREILLE RIVER

Aquatechnex, hereinafter called the CONTRACTOR, and the Pend Oreille County Noxious Weed Control Board, hereinafter called COUNTY or POCNWCB, agree as set forth herein including the Terms and Conditions, Scope of Work, Schedule, Deliverables and Compensation which are attached hereto and incorporated herein by this reference.

**TERM AND EFFECTIVE DATE OF AGREEMENT:** The total award for the term of this Agreement is \$14,000. The term of this Agreement shall be from August 8, 2016 through December 31, 2018.

The Contractor shall provide the Weed Board a Certificate of Liability Insurance in the amount of not less than \$1,000,000 per occurrence naming Pend Oreille County as an "additional insured, primary and non-contributory" and the Contractor must provide a copy of the appropriate policy endorsement prior to work commencement. The CONTRACTOR shall give 30 days notice of any policy cancellation. Failure to maintain said insurance coverage shall render this contract null and void. Signature by the Pend Oreille County Board of Commissioners indicates acceptance of the terms stated herein and constitutes Notice to Proceed for the work described herein.

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964.

IN WITNESS WHEREOF, the parties have executed this Agreement this 8th day of August, 2016.

CONTRACTOR:

  
\_\_\_\_\_  
Terence McNabb,  
Aquatechnex  
President  
602-190-8337  
UBI Number

COUNTY:

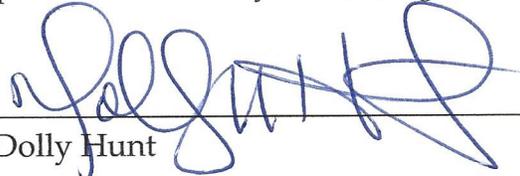
POC Board of Commissioners

  
\_\_\_\_\_  
Mike Manus, Chair  
Karen Skoog, vice-chair

Contracting Officer of the Weed Board:

  
\_\_\_\_\_  
Sharon L. Sorby, Coordinator

Approved as to form by Prosecuting Attorney:

  
\_\_\_\_\_  
Dolly Hunt

**TERMS AND CONDITIONS, SCOPE OF WORK, SCHEDULE,  
DELIVERABLES AND COMPENSATION**

**FLOWERING RUSH CONTROL, SCHEDULE AND DELIVERABLES:** The first year, work is anticipated to take place August 9, 2016 through September 30, 2016. Tribal property frontages are not to be treated. Start and stop coordinates for these areas and areas where the waterfront property owner does not want treated (drinking water in-takes may also be present) will be delivered to the Contractor by the County. Focus points of areas identified with flowering rush or purple loosestrife infestation also will be delivered as coordinates to the Contractor by the County. Work will consist of collecting GIS compatible data points or polygons of all on shore flowering rush; and, yellow flag iris plants or infestations and purple loosestrife plants that are to be treated with herbicide. Contractor collected data points are to be delivered to the County for download upon completion of annual field work.

Upon discovery, each plant or infestation of flowering rush that is above the shore waterline is to be treated with an aquatic labeled, systemic herbicide approved by DOE for application in an aquatic environment. Flowering rush plants or infestations below the shore waterline will be left for follow-up DAS removal. Any yellow flag iris plants or populations that are within or closely adjacent to the flowering rush or purple loosestrife plants are also to be treated. Herbicide treatments will be applied making every reasonable effort to protect native plants. Maximum total cost including sales tax for 2016 is \$10,000.

The second year, work is anticipated to take place August 1, 2017 through September 30, 2017. This work will be conducted in the same manner described above for work year 2016. Maximum total cost including sales tax for 2017 is \$2,000 plus any funds remaining from the 2016 allotment or additional funding should it become available.

The third year work is anticipated to take place August 1, 2018 through September 30, 2018. This work will be conducted in the same manner described above for work year 2016. Maximum total cost including sales tax for 2018 is \$2,000 plus any funds remaining from the 2017 allotment or additional funding should it become available.

All field work under this task will be completed by September 30<sup>th</sup> of each year. Deliverables will consist of a copy of collected data points downloaded to the County's GIS program (due at end of field work), copies of daily Pesticide Application Reports (PARs) and a brief report of insights as to how the work went, highlighting what went well and trouble-shooting what didn't. Deliverables will be completed and delivered to the County by October 15<sup>th</sup> of each year.

**INVOICING:** Invoices for work completed will be provided to the COUNTY and will indicate type of work performed, the number of days of service, the number of hours worked each day and the price per day during the contract period. Invoices may be submitted only once monthly. Daily service fee is set at \$925.00 per day per boat, applied herbicides at cost plus an additional 15%, daily per diem at \$62.50 per person and a one-time deployment fee of \$250, all including Washington State Sales Tax at 7.6%. Total billing, including sales tax, will not exceed \$10,000 in 2016 unless more funding becomes available and is inserted into this contract by amendment; and, \$2,000 plus funds remaining from 2016 in 2017 and 2018 (plus funds remaining from 2017) respectively unless more funding becomes available and is supplemented by an amendment to this

contract. Costs indicated are total, not to be exceeded costs for this project. POCNWCB will only be billed for days of service actually provided.

**HOLD HARMLESS & INDEMNITY AGREEMENT:** To the extent allowed by law, the Contractor shall protect, save and hold harmless Pend Oreille County, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Contractor, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Contractor further agrees to defend Pend Oreille County and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of Pend Oreille County, provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) Pend Oreille County, and (2) the Contractor, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its agents or employees.

**INDUSTRIAL INSURANCE WAIVER:** With respect to the performance of this Agreement and as to claims against the County, its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to himself or subcontractors. The parties have mutually negotiated this waiver.

**SAFETY AND EMERGENCY RESPONSE EQUIPMENT:** Contractor will be in compliance with all equipment and safety requirements of the US Coast Guard and Washington State Boating Laws. Contractor will have appropriate spill response kits on board.