

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
THE PEND OREILLE COUNTY NOXIOUS WEED CONTROL BOARD
AND
PUBLIC UTILITY DISTRICT NO. 1
OF PEND OREILLE COUNTY

This Agreement made and entered into this 19 day of May, 2015, by and between Pend Oreille County Noxious Weed Control Board (the County) and Public Utility District No. 1 of Pend Oreille County (the District)

RECITALS,

WHEREAS, the County and the District are political subdivisions of the State of Washington authorized to exercise the authority granted by the Interlocal Cooperative Act (the Act) pursuant to RCW 39.34.020, and

WHEREAS, the District may enter into contracts with the County to carry out its municipal purposes pursuant to RCW 54.16.090;

NOW, THEREFORE, THE COUNTY AND THE DISTRICT AGREE AS FOLLOWS:

1. Duration: This Agreement shall be effective from and after the date first recited hereinabove and shall continue in effect for five (5) years, expiring May 31, 2020.
2. Purpose:
 - a. The District, in compliance with its Integrated Weed Management Plan, which is a condition of its Federal Energy Regulatory Commission license to operate the Box Canyon Hydroelectric Project (the Project), desires to contract with the County for the completion of a noxious weed survey and control work of District-owned properties (see attached list) and USDA Forest Service-owned properties associated with the Project.
 - b. The purpose of this Agreement is to facilitate a noxious weed survey and control work of District-owned and USDA Forest Service-owned properties associated with the Project.

Terms and Conditions:

1. The County will perform all of the work described in the attached Scope of Work on a time and expenses basis, not to exceed the estimated budget amount included in the scope of work, excluding all applicable taxes.
2. The County will function independently with respect to the work and not, for any purpose, as an employee or agent of the District.
4. The County agrees that work under this Agreement shall be prosecuted diligently and uninterrupted, and at such a rate of progress as will insure completion of the project in accordance with the schedule included in the annual scope of work.

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It is expressly understood and agreed, by and between the parties, that the time for completion of the work described in the annual scope of work is a reasonable time for completion of the same, taking into consideration the average climatic range prevailing in this locality.

5. The County shall provide written notification to the District within three (3) working days of any occurrence, which, in the County's opinion, may justify an extension of time for the completion of the Agreement. The District will acknowledge receipt of the County's notice within three (3) working days of its receipt.
6. Before the County commences work for the Agreement, a Certificate of Insurance with associated endorsement verifying that the County has insurance to the following limits and listing the District as additionally insured must be on file with the District.
 - a. Workers Compensation and Employer's Liability Insurance in accordance with applicable laws relating thereto.
 - b. Commercial General Liability Insurance on an occurrence basis with a single limit of not less than \$1,000,000.
 - c. Commercial Automobile Liability Insurance on an occurrence basis of not less than \$1,000,000 combined single limit or equivalent for both injury and property damages as a result of any one occurrence including coverage for owned, hired, and non-owned automobiles.
7. Washington State Sales Tax shall be collected by the County from the District and paid to the State of Washington Department of Revenue by the County for all items for which the County is required to collect and pay such taxes from the District. Any and all other applicable taxes or charges of governmental agencies shall be the responsibility of the County.
8. The County agrees that complaints received from property owners or public authorities, which relate to the performance of this Agreement by the County and are not contrary to the Stipulation and Agreement, will receive the County's immediate attention. All such complaints and any actions taken (or to be taken) shall be reported to the District within twenty-four (24) hours. The County shall use its best efforts to promptly respond to and/or settle (without obligation to the District in any way) all complaints received by the County from third parties arising out of or in connection with the completion of the Project. In handling complaints, the County shall use its best efforts to maintain and promote good public relations for the District. All work shall be done and all contacts with customers handled with due respect and consideration for the public.
9. It is understood that the County does not represent the District and has no authority to obligate the District for any payment or benefit of any kind to any person.
10. Each party to this Agreement shall be responsible for damages to persons or property resulting from the negligence on the part of its employees or officers, provided that nothing herein shall be construed to alter or diminish the County's rights and immunities under federal law or to alter the District's responsibilities under state law.
11. The County will notify the District when all work required under this Agreement has been completed. The District and/or its representative will be responsible for the inspection and acceptance of the work performed under this Agreement. Upon acceptance of the work, the District will issue a Statement of Acceptance to the County.

12. The County shall submit an itemized invoice to the District, following completion of the work prescribed herein. Payment will be made within 30 days of receipt of each invoice.
13. Either party may terminate this Agreement by a written notice provided to the other party at least 30 days prior to the date of termination. Any work performed after the date of the written notice but prior to the effective date of the termination shall be paid, as would any other work performed under the terms of this Agreement.

In WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

PUBLIC UTILITY DISTRICT NO. 1
OF PEND OREILLE COUNTY

PEND OREILLE COUNTY
BOARD OF COMMISSIONERS

Mark Cauchy
Mark Cauchy, Director,
Regulatory and Environmental Affairs

Absent
Karen Skoog

3/11/15
Date

Mike Manus
Mike Manus

Stephen Kiss
Stephen Kiss

05/19/2015
Date

2015 to 2020 Scope of Work

Noxious Weed Control on District Owned and Managed Resource Properties

Pend Oreille PUD

Noxious weed survey/treatment by herbicide application on our two Wildlife Management Areas (WMA's), Everett Island and Tacoma Creek and our three Wildlife Habitat Properties (WHP's), Davis Creek, Finch Island, and Usk Bridge area. The terrestrial areas as well as aquatic areas are to be treated as described in the annual Integrated Weed Plant/Rare Plant annual report and sub-committee meeting.

Equipment used will be backpack, truck, ATV, UTV, or boat mounted equipment.

Spray timing should coincide with the target species phenology to help insure efficacy of applications. Care must be given to avoid the known rare plant populations on these properties. Maps will be provided by the PUD with known rare plant locations and species identified.

The invoice total shall not exceed \$5,000.00 for the terrestrial portion and \$5,000.00 for the aquatic portion. Payment will be issued upon invoice and receiving a copy of all Pesticide Application Records. A final report must be received within two months of the completed work.