

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2020- 44

IN THE MATTER OF EXECUTING A MEMORANDUM OF AGREEMENT BETWEEN THE PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY AND THE PEND OREILLE COUNTY NOXIOUS WEED CONTROL BOARD FOR NOXIOUS WEED SURVEYS, CONTROL AND CONSULTATION

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and

WHEREAS, Pend Oreille County and Public Utility District No. 1 of Pend Oreille County (PUD) are public agencies within the meaning of Chapter 39.34 RCW; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington (“the Board”) has the care of county property and the management of county funds and business; and

WHEREAS, The Pend Oreille County Noxious Weed Control Board has the expertise in and equipment for weed management implementation; and

WHEREAS, the Board feels that the best interest of the public will be served by entering into said agreement with the PUD.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Memorandum of Agreement between Public Utility District No. 1 of Pend Oreille County and the Pend Oreille County Noxious Weed Control Board for Noxious Weed Surveys, Control and Consultation, which is attached hereto and incorporated herein, is approved.

BE IT FURTHER RESOLVED, by the Board that the Memorandum of Agreement between the PUD and the County may be executed by the Chair, or a majority of the Board.

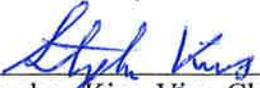
[executed page with signatures is attached]

ADOPTED this 22 day of JUNE, 2020.

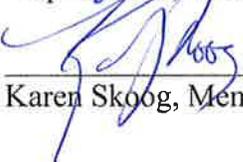
**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**



Mike Manus, Chairman



Stephen Kiss, Vice-Chairman



Karen Skoog, Member

ATTEST:



Crystal Zieske, Clerk of the Board


MEMORANDUM OF AGREEMENT
between
Public Utility District No. 1 of Pend Oreille County,
and
The Pend Oreille County Noxious Weed Control Board
for
NOXIOUS WEED SURVEYS, CONTROL AND CONSULTATION

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into between Public Utility District No. 1 of Pend Oreille County, (hereafter “PUD”), a municipal corporation of the State of Washington, and Pend Oreille County, a municipal corporation by and through its Noxious Weed Control Board (hereafter “County”). PUD and the County are hereinafter referred to jointly in this MOA as the “Parties.” The Parties mutually agree to the following terms and conditions upon execution by duly authorized representatives of both Parties:

I. PURPOSE OF THIS AGREEMENT

The purpose of this MOA is for the County to assist the PUD in implementing weed surveys and management technologies within the Box Canyon Hydroelectric Project area, both within the Pend Oreille River corridor and on properties under PUD weed management jurisdiction; and, consulting on related issues as required by PUD. The properties are prioritized as Primary, Secondary and Tertiary and are outlined in Exhibit A-the Scope of Work which is attached and incorporated by reference.

This MOA further provides for an integrated approach to the management of noxious weeds in order to protect the natural resources, environment and economic viability within the County.

II. TERM AND TERMINATION

This MOA is effective as of the date of the last signature below and shall terminate no later than December 31, 2025, unless extended by written amendment and signed by both parties. Either Party may terminate this MOA for any reason with or without cause upon thirty (30) days’ prior written notice to the other Party. Termination of this MOA by either Party shall not affect the rights and obligations of the Parties accrued prior to the effective date of the termination.

III. SCOPE OF WORK AND FUNDING

The scope of work and budget are outlined in Exhibits A and B, respectively, which are attached and incorporated by reference. The County shall furnish the necessary personnel, equipment, transportation, materials and contracted services for the performance of the scope of work.

Schedule: The County shall provide the District with a proposed 2021 Scope of Work no later than June 30, 2020. Such Scope of Work shall include proposed activities, including a proposed budget and timeline for completion of such activities. The District will work with the County to arrive at a mutually agreeable 2021 Scope of Work by July 31, 2020. For each ensuing weed season of the Agreement, an annually updated Scope of Work and Budget will be negotiated by the Parties' project managers according to the schedule above. The County may not commence work until the annual scope of work and budget is authorized in writing by the PUD.

Funding: The maximum cumulative amount to be paid to the County under the term of this MOA shall not exceed \$100,000, unless increased by written amendment and signed by both parties.

The County may provide similar types of services to PUD per other written agreements. Nothing in this MOA shall be construed as to prevent the County from entering into other such agreements for work that may be similar to the scope of work covered by this MOA.

IV. Project Management and Notice

All notices or other instruments pertaining to this MOA shall be in writing and shall be either sent by postal mail, or sent by electronic mail, to the project managers' addresses set forth below:

For PUD: Scott Jungblom
 Pend Oreille PUD
 PO Box 190
 Newport, Washington 99156-0190
 Phone: (509) 447-6732
 E-mail: sjungblom@popud.org

For the County: Sharon Sorby
 Pend Oreille County Noxious Weed Control Board
 PO Box 5085
 Newport, WA 99156-5085
 Phone: (509) 447-6478
 E-mail: ssorby@pendoreille.org
 Courtesy copy to Dyana James at Djames@pendoreille.org

All communications between the Parties relating to this MOA shall be directed to these persons, including billings to these persons. Payments shall be made electronically to the Pend Oreille County Treasurer, as per established process.

V. Invoicing and Payment

A. Reimbursement of Costs. The PUD shall reimburse the County for the time personnel are directly utilized on work necessary to fulfill the terms of this MOA as outlined in Exhibit

A, provided that such costs must be included in the annual budget pre-approved by the Parties.

B. Indirect Costs. Indirect costs include but are not limited to central services costs such as postage, phone, water, sewer, electricity, insurance, IT services, and financial services; and, depreciation and use allowances. The PUD shall reimburse the County for indirect costs at the current federally negotiated rate, provided that such costs must be included in the annual budget pre-approved by the Parties. A copy of the negotiated rate must accompany the first bill submitted from the County each year. Contracted services will be ineligible to accrue indirect costs.

C. Other Direct Expenses. The PUD shall reimburse the County for actual cost for expenditures that are necessary and directly applicable to the work required by this MOA, provided that such costs must be included in the annual budget pre-approved by the Parties.

1. Mileage. The PUD shall reimburse the County for the mileage directly accrued for work necessary to fulfill the terms of this MOA at the current federal per mile reimbursement rate.
2. Equipment Usage. The PUD shall reimburse the County for the equipment directly used for work necessary to fulfill the terms of this MOA at the current hourly rate as duly established by the Weed Board.
3. Miscellaneous expenses (e.g. contracted services, printing, batteries, spray materials). The PUD shall reimburse the County at actual cost incurred for miscellaneous expenses. Copies of receipts are required for all miscellaneous expenses that are billed, except for herbicides and adjuvants as they will be billed by exact amount used. For this category, the invoice from the County will include a list of all the products used, the cost per ounce and the quantity used of each.

D. Payment. The County shall submit invoices to the PUD detailing the number of hours worked, all direct and indirect expenses accrued in performing the tasks outlined in Exhibit A and specified in each annual work plan and budget. Payment shall be made to the County within thirty (30) days of receipt by the PUD of the invoice and required documentation. Final end-of-year invoices will be submitted to the PUD no later than January 10 of the following year.

VI. Independent Capacity

The employees or agents of each Party who are engaged in the performance of this MOA 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.

VII. Indemnification and Claims

The County shall indemnify and defend the PUD, and hold the PUD harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of the County.

VIII. Amendments

Any desired changes to this MOA shall be requested in writing. All amendments shall be approved by the Parties to this MOA and shall be attached to this document.

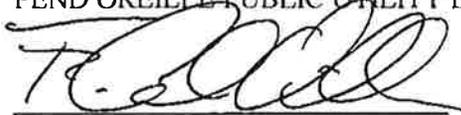
IX. Execution of Counterparts

This agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

This MOA and its mutually agreed upon exhibits embody the entire agreement between the Parties with respect to the work and cost of noxious weed surveys, management and consultation.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed as of the day and year last written below.

PEND OREILLE PUBLIC UTILITY DISTRICT, NUMBER 1



F. COLIN WILLENBROCK
General Manager

Date 6/15/2020

PEND OREILLE COUNTY, BOARD OF COUNTY COMMISSIONERS



MIKE MANUS, Chair
Pend Oreille Board of County Commissioners

Date 6-22-2020

**EXHIBIT A: SCOPE OF WORK
FOR WEED SURVEYS, MANAGEMENT AND CONSULTATION**

Pursuant to the Memorandum of Agreement (MOA) between Public Utility District No. 1 of Pend Oreille County (PUD) and the Pend Oreille County Noxious Weed Control Board (the County), *Section III, Scope of Work and Funding*, the County is authorized to conduct the following tasks.

Charged Activities

The following personnel are approved for work to be conducted throughout the agreement period:

- Weed Board Coordinator
- Programs Manager
- Data & Finance Specialist
- Education & Outreach Specialist
- Seasonal Field Inspectors

Mileage

Weed Management Equipment

Other expenses incurred in support of the following tasks may be billed as specified in *Section V, Invoicing and Payment*, of the MOA.

All rates for the above items are to be charged as indicated in EXHIBIT B, negotiated annually between project managers.

Task 1 -- WMAs & Designated Areas -- Conduct Survey, Implement Management and Document Results

The County is authorized to conduct surveys, implement inland and onshore management and document the results on the PUD Wildlife Management Areas (WMA), designated habitat lands, the public boat launches and other areas as described below as funding allows, reporting on annual activities and outcomes. The primary weeds within this task are flowering rush (FLR), purple loosestrife (PLS), Bohemian knotweed (BHW) and yellow flag iris (YFI).

Primary properties currently include:

- Everett Island Wildlife Management Area
- Tacoma Creek Wildlife Management Area
- Finch Island
- Usk Frontage (Cusick city limit to mouth of Davis Creek)
- Public Boat Launches (including Rotary Park in Idaho)
- Terrestrial Category I Weed infestation sites

Secondary properties currently include frontages of:

- Pioneer Park Campground
- Panhandle Campground
- Edgewater Campground

Tertiary properties currently include frontages of:

- National Forest System lands

2020 Labor Estimate for Task 1

Weed Board Coordinator	- 64 hrs
Programs Manager	- 8 hrs
Data & Finance Specialist	- 8 hrs
Seasonal Field Inspectors	- 120 hrs

Task 1 Deliverables

- Copies of Pesticide Application Reports (PARs).
- Access to field collected GIS data.
- Annual report on activities and outcomes. (Due to PUD no later than February 15 the following year.)
- Annual invoice for work performed and subcontracted services. (End of year invoices due to the PUD no later than January 10 of the following year.)

Task 2 – Designated Frontages - Conduct Survey, Implement Management and Document Results

The County is authorized to conduct surveys, implement in-water management and document the results along the frontages of the PUD Wildlife Management Areas (WMA), designated habitat lands, the public boat launches and other areas as previously described as funding allows, reporting on annual activities and outcomes. The primary weed within this task is flowering rush (FLR).

2020 Labor Estimate for Task 2

Weed Board Coordinator	- 8 hrs
Data & Finance Specialist	- 6 hrs
Contracted Diver	- 20 hrs

Task 2 Deliverables

- Copies of Pesticide Application Reports (PARs).
- Access to field collected GIS data.
- Annual report on flowering rush removal at the public boat launches and other frontages.

Schedule

Inland and onshore field work will begin as soon as the River adequately recedes for access to the indicated areas and the weeds have had a chance to grow. This usually occurs by mid-July to early August. All inland and onshore field work must be completed before the third week in September when the water level begins to rise. In-water work may begin as soon as the current falls below 50,000 cubic feet per second (cfs) for diver safety. This usually occurs by mid-July. All in-water work must be completed before mid-October when aquatic vegetation begins its Fall senescence.

EXIHBIT B: Work Authorization Plan 2020 Budget by Task - Totals

Tasks		Personnel	Travel	Other Charges	Total
<u>Task 1 – WMAs & Designated Areas – Conduct Survey, Implement Management and Document Results</u>					
	Task Total	\$5,245.52	\$724.50	\$1,770.00	\$7,740.02
<u>Task 2 – Designated Frontages - Conduct Survey, Implement Management and Document Results</u>					
	Task Total	\$600.82	\$43.13	\$5,400.00	\$6,043.95
<u>Task 3 – Educational – Aquatic Workshop Match</u>					
	Task Total	\$3,072.00	\$103.50	\$455.00	\$3,630.50
<u>Task 4 – Weed Bed Assessment – Match</u>					
	Task Total	\$7,120.00	\$258.75	\$975.00	\$8,353.75
	Subtotals	\$5,846.34	\$767.63	\$7,170.00	\$13,783.97
	Indirect Charges, 14.5%	\$847.72	\$111.31	\$256.65	\$1,215.67
	Total Project	\$6,694.06	\$878.93	\$7,426.65	\$14,999.64
	Total Project Match	\$10,192.00	\$362.25	\$1,430.00	\$11,984.25