



Pend Oreille Conservation District
 Special Board Meeting MINUTES: 3/17/2021

Meeting Start— 1:00 PM

In attendance via "GoToMeeting,": George Stuivenga, Board Supervisor – Chair; Randall Leestma, Board Supervisor; Alex Case-Cohen, Pend Oreille District Conservation District Manager; Mike Mumford, Board Supervisor

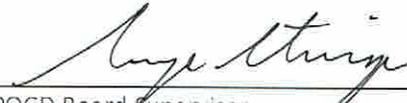
Motion	Motion made by:	Motioned seconded by:	Decision
Motion to approve the agenda with	Randall Leestma	Mike Mumford	Carried
Motion to approve the drafted Addendum as presented	Mike Mumford	Randall Leestma	Carried
Motion to open office by appointment only	Consensus		Carried
Motion to host annual meeting and determine schedule and events at the April 2021 board meeting	Randall Leestma	Mike Mumford	Carried

Board Discussion and Review of the Drafted Memorandum of Agreement (Attachment A)

Annual Meeting and Plan of Work

Farm tour, Bradbury site visit, "tailgate" annual plan review

Meeting Adjourned: 1:53 PM

 6/16/2021
 POCD Board Supervisor Date

 6/16/2021
 District Manager Date

Attachment A

INTERGOVERNMENTAL COOPERATION AGREEMENT

BETWEEN PEND OREILLE COUNTY NOXIOUS WEED CONTROL BOARD AND

THE PEND OREILLE CONSERVATION DISTRICT

IGA NO. A-2018_70 between POC and POCWB for Admin Assistance Addendum_3-17-21

THIS AGREEMENT is made and entered into as of the date of the final signature below between Pend Oreille County (the County), a political subdivision of the State of Washington, and the Pend Oreille County Conservation District (the District), a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter;

WHEREAS, the County and the District are public agencies within the meaning of chapter 39.34 RCW;

WHEREAS, chapter 89.08 RCW specifically provides for the District to enter into interlocal agreements;

WHEREAS, the District's mission is to provide leadership, technical, educational and financial assistance to landowners and land users in the utilization and management of natural resources;

WHEREAS, the District services the citizens of the community (county, state, country) to ensure the long-term use of natural resources in an economically, socially and environmentally sustainable manner using non-regulatory, voluntary approaches;

WHEREAS, the District's budget allocation to the County for administrative assistance shall not exceed \$4,000;

WHEREAS, the County has the technical expertise and availability to assist the District with administrative duties, which include: physical and electronic file organization, answering phone calls, managing electronic and physical documents, taking meeting minutes at board meetings, and other duties as assigned.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to acknowledge and facilitate the parties' mutual interest and availability to assist the District with the aforementioned administrative duties.
2. ADMINISTRATION. No new separate legal or administrative entity is created to administer the provisions of this Agreement.

- a. The District point of contact for purposes of this Agreement shall be as follows:

Alex Case-Cohen
District Manager
Pend Oreille Conservation District
alexcc@pocd.org
www.pocd.org
O: (509)447-1155
M: (509)671-5085

- b. The point of contact for Pend Oreille County Noxious Weed Control Board shall be as follows:

Sharon L Sorby
Coordinator
PO Box 5085
Newport WA 99156
Phone: 509-447-6478
FAX: 509-447-6477
Cell: 509-671-1537
ssorby@pendoreille.org

3. SCOPE. This agreement contends that the County will:

- a. Contract with the District for Implementation and Voluntary Stewardship funding in an amount not to exceed \$4,000 from April 6st, 2021 to June 30th, 2021; see Attachment A for the breakdown of total hours to be worked, time and compensation rate.
- b. Activity deliverables to be performed by the County are outlined above.

4. COMPENSATION BY THE DISTRICT TO THE COUNTY

- a. The District will reimburse the County for costs associated with administrative assistance.
- b. Payment by the District to the County shall be made within thirty (30) days after billing from the County.
- c. The County will commence work beginning Tuesday, April 6th, 2021.

5. DURATION OF AGREEMENT – TERMINATION. This Agreement shall remain in force until cancelled by either party in writing. The County reserves the right to cancel this Agreement in the event of the District's nonpayment of reimbursable costs billed by the County to the District, upon thirty (30) days written notice by the County to the District, sent certified mail, return receipt requested.

6. RELATIONSHIP OF THE PARTIES. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the District for any purpose, and the employees of the County are not entitled to any of the benefits the District provides to their employees. No agent, employee or representative of the District shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the District are not entitled to any of the benefits the County provides to County employees.

7. NON-DELEGATION / NON-ASSIGNMENT. Neither party may delegate the performance of its contractual obligation hereunder to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.
8. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
9. HOLD HARMLESS. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.
10. INDEMNIFICATION. The County and the District shall defend, indemnify and hold each other harmless from and against any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with, services performed or to be performed under this contract to the fullest extent permitted by law whether arising from contract liability(ies) or otherwise.

This mutual duty to indemnify shall not apply to liability from damages arising out of bodily injury to persons or damages to the property caused by, or resulting from, the sole negligence of either the County or the District or their respective officers, agents, and employees.

This mutual duty to indemnify for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of either the County's or the District's agents or employees, subcontractors and suppliers, shall apply only to the extent of negligence of the damages caused by or resulting from the concurrent negligence of the County's or the District's agents, employees, subcontractors and suppliers.

The County and the District specifically and expressly waive any immunity that may be granted under the Washington State Industrial Act, Title 51, RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount of type of damages, compensation, benefits payable to or by any third party under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefit acts.

This mutual duty of defend, indemnify, and hold harmless shall include all related costs, reasonable attorney fees, court costs and related expenses asserted against or incurred by either party, or their officers, agents and employees.

The parties hereby certify that these indemnification provisions were mutually negotiated and agreed to by the parties.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.

a. This Agreements may be changed, modified, amended or waived only by written agreement signed by the parties and adopted by the Pend Oreille County Board of Commissioners and the Pend Oreille Conservation District Board.

- b. Any waiver or a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.
- c. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
12. INTERPRETATION. This Agreement has been submitted to the review of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accord with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include all genders.
13. GOVERNING LAW AND VENUE.
- a. This Agreement shall be governed by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. The venue of any action brought hereunder shall be in Pend Oreille County, Washington.
- b. If any legal action or other proceeding is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney fees incurred in that action or proceeding.
14. ORDER OF PRECEDENCE. 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 federal and State of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement.
- d. Budget for Scope of Work.
- e. Any other provision of this Agreement, including materials incorporated by reference.
15. FUNDING AVAILABILITY. The District's ability to make payments is contingent on availability of funding. In the event funding from the State is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, the District, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. The District may also elect to suspend performance of the Agreement until the District determines the funding insufficiency is resolved. The District may exercise any of these options with no notification restrictions. The District shall provide written notice to the County as soon as practicable of insufficient program funding but no later than thirty (30) days from receipt of notice of insufficient funding for the program.
16. PROPERTY. Unless otherwise specifically agreed by the parties in writing, all property, personal or real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

17. TERMINATION FOR CAUSE. If for any reason, either party does not fulfill in a timely manner its obligations under this Agreement, 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 fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
18. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without affecting the validity or enforcement of the remaining provisions.
19. RECORDS MAINTENANCE. The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by both parties, the Office of the State Auditor, and federal officials so authorized by law.
20. OFFICIAL RECORD KEEPING. The County will keep records of all expenditures, including coded timesheets, for the Outreach work performed under the VSP project; and, provide copies to the District.
21. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Attachments to this agreement include:
 - I. Shared Employee Cost Breakdown (Attachment A).
22. FILING. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

PEND OREILLE CONSERVATION DISTRICT

PO Box 456/ 121 N. Washington Ave.
Newport, WA 99156

By: _____
George Stuivenga, POCD Board Chair

Dated: _____

PEND OREILLE COUNTY BOARD OF COMMISSIONERS

PO Box 45025/625 West 4th Street

Newport, WA 99156

Mike Manus, Chair

Brian Smiley, Vice Chair

John Gentle, Commissioner

ATTEST: _____
Clerk of the Board

Dated: _____

Approved as to Form:

Prosecuting Attorney

Attachment A

Shared Employee Cost Breakdown

April 6th – June 30th, 2021

Hourly compensation rate: \$35.69

Average of 7 hours/day = \$249.83

Over a total of 12 weeks = \$2,997.96

Including 3 board meeting (approximately 3 hours each) = \$321.21

Total: \$3,319.17

Not to exceed: \$4,000.00 total