



227 B South Garden Ave.
Newport WA, 99156
Phone: 509-447-2402
Email: noxweedinfo@pendoreille.org
www.pendoreilleco.org/weedboard

Agenda

Pend Oreille County Noxious Weed Control Board

Monday, March 11, 2024

Weed Board Office, 227-B South Garden Avenue

2:00 PM

Public Comment opens at 2:00 p.m.

Consent Items

Approve travel expenses for this meeting

Approve February 14, 2024, Regular Meeting Minutes

New Business

- Review and discuss with the Board the February revenue & expense reports (attachment A 1-2). **Approve February expenses**
- Employee updates and monthly reports (attachments B 1-3)
- Coordinator reports & updates: Staffing update
- Review Seattle City Lights Agreement (Attachment C)
- Review Department of Natural Resources Agreement (Attachment D)
- Review Annual Ad (attachment E)

Old Business

- Annual Report Review
- Discuss Working over Water Policy
- Review Aquatic Plant & Algae Management Policy (Attachment F)

Open Discussion

- Discuss moving April Board Meeting date to the following week (15 – 19)
- Discuss Calibration Workshop date for end of April

Weed Board Revenue and Expense Detail Report - February, 2024

REVENUE:		
Weed Control Service Fees	\$ 443.44	
Donations: CWMA Permit Fees 2023	\$ 5,201.00	
TOTAL REVENUE		\$ 5,644.44
EXPENSES:		
Personnel:	Loretta Nichols, salary + longevity	\$ 6,221.22
	Tommy Crossman, salary	\$ 3,649.30
	Paula Martin, salary	\$ 3,542.33
	Brian Lord, seasonal	\$ 251.64
		\$ 13,664.49
Benefits:	WA Family Medical Leave	\$ 28.90
	Federal withholding (FICA)	\$ 1,032.30
	Unemployment (SUTA)	\$ 9.55
	WA State - Dept. of L&I	\$ 831.14
	HRA VEBA	\$ 460.00
	WA PERS 1 & 2 Retirement	\$ 1,278.24
	Delta Dental	\$ -
	WCIF Longterm Disability	\$ 44.83
	PEBB 250 Medical 2023	\$ 1,747.07
		\$ 5,432.03
Total Personnel		\$ 19,096.52
Operating Expenses:		
	Supplies:	\$ 173.97
	Project supplies: NCS postards, address labels, caterer FLR mtg,	\$ 4,385.95
	Purple paper MNCS, gator trailer purchase	
	Fuel: December Fuel	\$ 166.24
	Communications	\$ 51.27
	Travel: Loretta WAPMS Conf., Brian Lord pesticide license testing	\$ 548.44
	Advertising: 2023 weed list hearing ads	\$ 350.95
	Rental ER&R: December vehicles	\$ 860.82
	Repairs/Mx: December Pmt	\$ 612.35
	Misc: Brian Lord pesticide lic. Testing, ATV reg, Trailer reg.,	\$ 583.24
	Paula Martin pesticide license training/testing, BIRC membership	
Total Operating Expenses:		\$ 7,733.23
TOTAL EXPENSES		\$ 26,829.75

2024 PEND OREILLE COUNTY NOXIOUS WEED CONTROL BOARD REVENUE & EXPENSE REPORT

POC BAR CODE	2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2024 Budget	%	YTD/BUDGET
REVENUE: Beginning Fund Balance																	
332.10.69.0000	USFS - Title II (EDRR)													\$ -	\$ -		ok
345.16.00.0010	USFS - Agreement													\$ -	\$ 50,000.00	0.0%	\$ 50,000.00
345.16.00.0040	PdO Utility District (PUD)													\$ -	\$ 25,000.00	0.0%	\$ 25,000.00
345.16.00.0050	WA State Dept of Ag (WSDA)													\$ -	\$ 5,000.00		\$ 5,000.00
345.16.00.0060	POC Public Works (POC)													\$ -	\$ 2,500.00	0.0%	\$ 2,500.00
345.16.00.0070	PO Conservation District (POCD)	\$ 6,635.12												\$ 6,635.12	\$ 31,600.00	21.0%	\$ 24,964.88
345.16.00.0080	Seattle City Light (SCL)													\$ -	\$ 45,000.00	0.0%	\$ 45,000.00
345.16.00.0090	Weed Control Service Fees	\$ 541.61	\$ 443.44											\$ 985.05	\$ 5,000.00	19.7%	\$ 4,014.95
345.16.00.0100	Title II - NCSP18 (herbicides/rentals)													\$ -	\$ 15,000.00	0.0%	\$ 15,000.00
345.16.00.0120	Dept of Natural Resources (DNR)													\$ -	\$ 23,000.00	0.0%	\$ 23,000.00
345.16.00.0130	Rec & Conservation Office (RCO)													\$ -	\$ 120,000.00	0.0%	\$ 120,000.00
334.03.10.0000	DOE Grant - Pend Oreille River FLR													\$ -	\$ 65,000.00	0.0%	\$ 65,000.00
367.11.00.0000	Contributions/Donations (CWMA)	\$ 300.00	\$ 5,201.00											\$ 5,501.00	\$ 5,500.00	100.0%	\$ (1.00)
389.07.00.0000	Refunds/Reimbursements													\$ -	\$ -		\$ -
TOTAL REVENUE		\$ 7,476.73	\$ 5,644.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,121.17	\$ 392,600.00	3.3%	\$ 379,478.83
EXPENSES:																	
553.60.10.0000	Personnel: Salaries & Wages	\$ 22,185.82	\$ 13,494.49											\$ 35,680.31	\$ 273,735.00	13.0%	\$ 238,054.69
553.60.10.8500	Longevity	\$ 205.00	170.00											\$ 375.00	\$ 2,460.00	15.2%	\$ 2,085.00
553.60.20.0000	Benefits	\$ 5,850.03	5,432.03											\$ 11,282.06	\$ 99,606.00	11.3%	\$ 88,323.94
553.60.31.0000	Supplies: Office & Operating		173.97											\$ 173.97	\$ 11,000.00	1.6%	\$ 10,826.03
553.60.31.0006	Grants and Projects Supplies		4,385.95											\$ 4,385.95	\$ 11,000.00	39.9%	\$ 6,614.05
553.60.32.0000	Fuel	\$ 126.28	166.24											\$ 292.52	\$ 4,000.00	7.3%	\$ 3,707.48
553.60.34.0006	Herbicides for Resale													\$ -	\$ 30,000.00	0.0%	\$ 30,000.00
553.60.41.0000	Professional Services: Office	\$ 475.00												\$ 475.00	\$ 6,000.00	7.9%	\$ 5,525.00
553.60.41.0006	Grants and Projects Prof Serv													\$ -	\$ 230,000.00	0.0%	\$ 230,000.00
553.60.42.0000	Communications	\$ 51.26	51.27											\$ 102.53	\$ 1,275.00	8.0%	\$ 1,172.47
553.60.43.0000	Travel: Office & Operating		548.44											\$ 548.44	\$ 8,000.00	6.9%	\$ 7,451.56
553.60.43.0006	Grants and Projects Travel	\$ 49.78												\$ 49.78	\$ 2,500.00	2.0%	\$ 2,450.22
553.60.44.0000	Advertising: Office & Operating		350.95											\$ 350.95	\$ 1,500.00	23.4%	\$ 1,149.05
553.60.44.0006	Grants and Projects Adv													\$ -	\$ 800.00	0.0%	\$ 800.00
553.60.45.0000	Rental: Office & Operating													\$ -	\$ 115.00	0.0%	\$ 115.00
553.60.45.0010	ER&R - Trucks	\$ 976.70	860.82											\$ 1,837.52	\$ 12,000.00	15.3%	\$ 10,162.48
553.60.48.0000	Repairs and Maintenance	\$ 1,443.54	612.35											\$ 2,055.89	\$ 2,500.00	82.2%	\$ 444.11
553.60.49.0000	Miscellaneous	\$ 569.00	583.24											\$ 1,152.24	\$ 3,000.00	38.4%	\$ 1,847.76
553.60.49.0006	Grants & Projects													\$ -	\$ 1,000.00	0.0%	\$ 1,000.00
594.31.64.0000	Capital Outlay - Equipment													\$ -	\$ 15,000.00	0.0%	\$ 15,000.00
389.07.00.0000	Refunds/Reimbursements													\$ -	\$ -	0.0%	\$ -
508.20.00.0000	Ending Fund Balance													\$ -	\$ -	0.0%	ok
TOTAL EXPENSES		\$ 31,932.41	\$ 26,829.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,762.16	\$ 715,491.00	8.2%	\$ 656,728.39

Monthly Employee Work Report

Employee:	Loretta Nichols	Month:	February	Year:	2024	Hours		Hourly WW:	\$54.70
Projects						Admin	Program	%	Cost
W1	General Landowner Assistance/Office Work Details: payroll, emails, budget & voucher revw, MER, wwages 2024, planning, Wd Brd mtg prep, minutes revw, rcw's & wac revw, edit annual rept & strategic plan, weed list, computer issues IT, SCL agreement, annual ad, cleanup, calls, reschedule mtg, revw & arrange interviews Outreach/FA, staff mtgs, Lakes commission mtg, quagga mussel, revw DNR agreement, revw contractor contracts, new tracking check off form for proposed contracts, insurance requirements w/risk managemt, NPDES permit usage policy, Stevens County Weed Brd & Conservation Dist annual mtg,					52	24.5	53.68%	\$4,184.55
RCO	Flowering Rush DASH Details: 23 billing & documentation, billing mtg						2	1.40%	\$109.40
NCS (W4)	Neighborhood Cooperative Cost-Share Details: postcards, raffle donations, workshop prep, bid ad prep & bid sht letter prep,						17.5	12.28%	\$957.25
W5 DNR & Ecology	Flowering Rush - Box Canyon Reservoir Details: EYC payment emails, FLR history, army corp flr mtg,						7.5	5.26%	\$410.25
W7	Mandatory Control Weeds Cost-Share Details: training w/Brain, GIS mtg, revw WSDA pest sentive list, wdbase FS parcels, wbase reports,						38	26.67%	\$2,078.60
PUD	Box Canyon Reservoir Details: 2023 report, deposit,						0.5	0.35%	\$27.35
FS	Forest Service Projects Details: mod for grant (NCS), revw agreements,						0.5	0.35%	\$27.35
						Hour Totals	52	90.5	142.5
All Leave & Comp Hours						Percentage	36%	64%	100%
Vacation							2.5		15.18%
Sick							15		
COVID							0		
Holiday							8		
Personal							0		
Comp Time Used							0		
							168		
							168		

Monthly Employee Work Report

Employee:	Tommy Crossman	Month:	February 1 - 28	Year:	2024	Hours		Hourly WW:	\$33.87
Projects						Admin	Program	Percentage	Cost
W1	General Landowner Assistance/Office Work								
	Details: Staff Meetings. Board Meeting. Emails. MER report. Read each week's BOCC minutes.								
RCO	Flowering Rush DASH						6.75	4.51%	\$228.62
	Details:								
NCS (W4)	Neighborhood Cooperative Cost-Share						16.5	11.02%	\$558.86
	Details: Readdressed NCS post cards as they were returned by post office, over 300. Worked on NCS Workshop. Updated NCS Roster Sheet. Researched address' for NCS Post Card for returned Cards by Post Office, readdressed Post Cards.								
W5 DNR & Ecology	Flowering Rush - Box Canyon Reservoir							0.00%	\$0.00
	Details:								
W6	NRCS Agreement - Cooperative Effort							0.00%	\$0.00
W7	Mandatory Control Weeds Cost-Share						126.5	84.47%	\$4,284.56
	Details: Scouted for Gator Trailer in Spokane and Post Falls. Purchased and picked-up trailer. Moved equipment around in shop to make room for new trailer. Had minor accident in Work vehicle, not at fault and no damage to work vehicle. Researched ATV, Gator, Sprayer Safety videos for training. Researched videos for Aquatic Tools. Studied for Aquatic test, took test, passed test. I now have all endorsements. Read RCO. Read "The Nasty Y". Created SCL, Forest Service, BLM PAR Procedure. Created PUD PAR procedure. GIS meeting with Josh @ IT. More WOW research. Took photos of slip-in rental in Silver Ford for a brochure. Researched straps for the Gator on the new trailer.								
	Details:								
	All Leave & Comp hours		Hour Totals		0	149.75	149.75	\$5,072.03	
			Percentage	100%	0%	100%	100%		
	Vacation		4	Leave Hours	18.25			10.86%	
	Sick		5.25	Total Hours	168.00				
	COVID		0	Total Paid Hours	168.00				
	Holiday		8						
	Personal		0						
	Comp Time Used		1						
	Comp Time Earned								

Monthly Employee Work Report

Employee:	Paula Martin	Month:	February 1 - 28	Year:	2024	Hours	Hourly WW:	Cost
Projects						Admin	Program	Percentage
W1	General Landowner Assistance/Office Work							
	Emails, phone, walk-ins, staff meetings, accounts payable and associated reports, update and balance budget book to Budget Performance Report, prepare checks for deposit and update tracking sheets, end of month revenue and expense report and monthly employee work reports for Weed Board, equipment maintenance tracking, filing and organizing paperwork							
	USFS Research/ 2024-2025 Prep, America the Beautiful Webinar							
RCO	Flowering Rush DASH					72.0	26	60.68%
	Details: Zoom meeting with RCO staff on Billing corrections and best practices for future.							
	Upload remaining/corrected documents.							
NCS (W4)	Neighborhood Cooperative Cost-Share					33.5	20.74%	\$1,238.83
	Details: Workshop discussions, postcards, sponsorships/donations, agenda, handouts, brochures, hauling boxes upstairs to take to workshop, registrations.							
W5 DNR & Ecology	Flowering Rush - Box Canyon Reservoir					2.0	1.24%	\$73.96
	Details: FLR Poster							
W7	Mandatory Control Weeds Cost-Share					25.5	15.79%	\$942.99
	Details: WSDA training and testing. Toxic plants/noxious weeds research/brochure. Shop tour. Equip Rental updates/brochure.							
All Leave & Comp hours		Hour Totals		72.0	89.5	161.50	\$5,972.27	
Vacation		Percentage		45%	55%	100%		
Sick		Leave Hours		10.5		5.97%		
COVID		Total Hours		176.00				
Holiday		Total Paid Hours		172.00				
Personal								
Comp Time Used								
Comp Time Earned								

MEMORANDUM OF AGREEMENT NO. 2024-01
BETWEEN
THE CITY OF SEATTLE
AND
THE PEND OREILLE COUNTY NOXIOUS
WEED CONTROL BOARD

FOR
BOUNDARY HYDROELECTRIC PROJECT
NOXIOUS WEED SURVEYS, CONTROL AND
CONSULTATION

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made by and between the City of Seattle ("City"), a municipal corporation of the State of Washington, acting through its Seattle City Light Department ("SCL") and The Pend Oreille County Noxious Weed Control Board, ("County"). Both may also be referred to in this Agreement individually as "Party" or collectively as the "Parties."

The purpose of this Agreement is for the County to assist SCL in implementing re-occurring surveys for terrestrial and aquatic weed species within and around the Boundary Hydroelectric Project area, developing and implementing treatment plans utilizing integrated weed management concepts for target weed species, updating weed management plan documents for the Boundary Hydroelectric Project, and consulting on related issues as required by SCL.

1. TERM OF AGREEMENT.

The period of performance shall begin up execution of this Agreement. The term of the Agreement shall end on February 28, 2029, unless amended by written agreement or terminated earlier pursuant to the provisions hereof.

2. SCOPE OF SERVICES.

The Provider shall perform the services described in **Exhibit A** - Scope of Work; attached hereto and made a part of this Agreement. As described in Exhibit A, activities to be completed each calendar year will be agreed by the Parties via annual Work Authorizations (example in Exhibit C).

3. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

All official notices under this Agreement shall be delivered to the following addresses (or such other addresses as either party may designate in writing):

SCL:	PROVIDER:
Ron Tressler Seattle City Light Department PO Box 34023 Seattle WA 98124-4023	Loretta Nichols Pend Oreille County Noxious Weed Control Board P.O. Box 5085 Newport, WA 99156

4. BILLING AND PAYMENT.

Total compensation under this Agreement shall not exceed \$300,000 herein after referred to as the "Contract Amount," unless modified by a written amendment to this Agreement. The parties agree that the following rates include all direct, indirect, and fixed fees for the project.

Insert Contract Title: _____
Contract # _____

Invoicing will be based on the table listed below and the schedule in **Exhibit C**.

Item	Description	Quantity	Price	Total
1	Terrestrial weed & shoreline survey & control			10,250.00
2	Inventory & Control of Flowering Rush			37,000.00
- 3	Implement Terrestrial Weed Control Program			10,250.00
4	Weed management & survey at boat-in sites			2,500.00
Total Compensation				60,000.00

Invoices shall be submitted in compliance with the SCL Invoice Submittal Requirements (Exhibit B as amended each year) and clearly identify the information shown below. SCL shall remit payment of undisputed amounts within 45 days of receipt of the invoice.

Address Invoices to:	Preferred is PDF file to: <u>SCL_APIInvoice@seattle.gov</u>
Invoices shall include on the first page:	Invoice Date: __ PO#: (Provided by Project manager) Invoice#: __ Period covered by the invoice: SCL Agreement #XX-XXX-X (& Amendment#_ <i>if applicable</i>) SCL Agreement Title: ____ SCL Project Manager: ____

5. NO JOINT UNDERTAKING.

Nothing in this Agreement shall be construed to make or render the parties hereto partners, joint ventures, or participants in any joint undertaking whatsoever.

6. SCHEDULE.

The parties shall comply with the schedule appearing in **Exhibit A** - Scope of Work. Work tasks will be identified, scoped and budgeted within each Annual Work Authorization (Exhibit C). Compliance with the schedule is important to successful completion of the Project. The parties shall promptly and regularly notify each other of any occurrences affecting the schedule and shall attempt to agree upon an amended schedule if necessary or appropriate, to be effective upon execution of an Amendment to this Agreement in accordance with Section 19. Notwithstanding, failure to comply with the schedule shall constitute a Default and be grounds for termination unless or until any Amendment is executed.

7. NO THIRD-PARTY BENEFICIARIES.

This Agreement is entered into solely for the mutual benefit of the parties hereto. This Agreement is not entered into with the intent that it shall benefit either party's agents, assigns, consultants or contractors, and no such other person or entity shall be a third-party beneficiary of this Agreement.

8. PUBLICATION.

Each party may publish the results of the Project and may acknowledge its respective role in

Insert Contract Title: _____
Contract # _____

and support of the Project.

9. INDEMNIFICATION.

The Provider shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property related to the work under this Agreement, caused by or resulting from:

- the sole negligence or willful misconduct of the Provider, its officers, employees, agents, or subcontractors in the course of employment as such;
- the concurrent negligence of the Provider, its officers, employees, agents, or subcontractors in the course of employment as such, but only to the extent of the negligence of the Provider, its officers, employees, agents, or subcontractors;
- the negligent performance or non-performance of the contract by the Provider; or
- the Provider's use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.

The Provider waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the City and its officials, agents, or employees.

10. INSURANCE.

No insurance certification is required. However, Agency agrees that it will maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated Agencies and workers compensation insurance as may be required by Washington State statutes.

11. ASSIGNMENT.

This Agreement shall not be assigned in whole or in part by either party without the prior written approval of the other party.

12. COMPLIANCE WITH LAW.

The parties to this Agreement shall comply with all Federal, State, and local laws and ordinances.

13. DEFAULT AND TERMINATION.

Failure to keep or perform any term or condition of this Agreement shall be a default hereunder (a "Default"). Upon a Default, the aggrieved party shall provide written notice to the defaulting party, specifying the nature of the Default, and the aggrieved party's intention to terminate this Agreement if the Default is not corrected within thirty (30) days of the date of the notice. If the defaulting party fails to cure within the stated period, the aggrieved party may thereafter terminate this Agreement without any further proceedings. The aggrieved party will have available to it all remedies provided at law and equity.

14. CITY ABILITY TO TERMINATE DUE TO LACK OF APPROPRIATIONS.

It is understood that funds for the payment of the services to be provided hereunder are allocated out of monies received by the City from tax sources and/or other governmental entities and that funding for the services to be provided hereunder may be decreased or eliminated by executive or legislative action. Therefore, the parties agree that notwithstanding any other provision of this Agreement, if said funding is decreased or eliminated, or if in the judgment of the executive or legislative authority of the City, continuation of this Agreement would be an unnecessary expenditure of public funds, then

Insert Contract Title: _____
Contract # _____

the City may terminate this Agreement without further obligation to Provider after the City has given Provider written notice of such termination at least thirty (30) days prior to the effective date of termination and documentation of such executive or legislative action.

15. SEVERABILITY.

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

16. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The jurisdiction and venue of any action brought hereunder shall be in the Superior Court of King County.

17. AUDIT.

During the progress of the Project and for a period of no less than three years from the Completion Date, each party will keep and make available for each other's inspection and audit all records pertaining to the Project, including accounting records. The parties shall furnish to each other copies of these records upon request and shall maintain the records in accordance with work order accounting procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office.

18. AMENDMENT.

This Agreement shall not be amended or modified except in writing and signed by both parties hereto.

19. ENTIRE AGREEMENT.

This Agreement and any written attachments or Amendments thereto, constitutes the complete contractual agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

Pend Oreille County

**THE CITY OF SEATTLE
SEATTLE CITY LIGHT
DEPARTMENT**

By _____
Signature

Robert Rosencrantz
Type or Print Name

Chair, Board of County Commissioners
Title

Date

Insert Contract Title: _____
Contract # _____

By _____
Signature

Type or Print Name

Title

Date

Attachments:

- Exhibit A - Scope of Work
- Exhibit B – Invoice Submittal Requirements
- Exhibit C – Annual Work Plan Example

Insert Contract Title: _____
Contract # _____

Exhibit A
Weed Inventory, Management, and Consultation
Scope of Work
Pend Oreille County Noxious Weed Control Board

1.0 Introduction

As part of a Terrestrial Resources Management Plan (TRMP) for the Boundary Hydroelectric project (Project), licensed by the Federal Energy Regulatory Commission (FERC), Seattle City Light (SCL) implements an Integrated Weed Management Program (IWMP). Beyond the TRMP and IWMP, SCL also addresses aquatic invasive plants under other License programs. The Weed Management Plan developed for the IWMP was updated in early 2024 and is the primary guidance document for terrestrial weed management in the Project Area. The goal of the IWMP is to monitor, control, suppress, and contain terrestrial noxious and other target weed species to maintain or enhance species and habitat diversity and ecosystem functions. Another goal of non-native and invasive plant species management is to help achieve desired conditions on Project Habitat Lands (PHLs) specified in the TRMP.

For purposes of this MOA and as stated in the IWMP, weeds are defined as plant species that have been classified as noxious weeds by the Washington State Noxious Weed Control Board (2023 state noxious weed list). Weeds are classified as follows:

- *Class A Weeds* - Non-native species whose distribution in Washington is still limited. Preventing new infestations and eradicating existing infestations are the highest priority. Eradication of all Class A plants is required by state law.
- *Class B Weeds* - Non-native species presently limited to portion of the state. Species are designated for required control in regions where they are not yet widespread. Preventing new infestation in these areas is a high priority. In regions where a Class B species is already abundant, control is decided at the local level, with containment as the primary goal.
- *Class C Weeds* - Noxious weeds that are typically widespread in Washington or are of special interest the state's agricultural industry. The Class C status allows county weed boards to require control (designate) if locally desired, or they may choose to provide education or technical consultation.

For the purposes of the Boundary TRMP and IWMP, selected Class B and Class C non-designated noxious weeds may also be targeted for control in select areas if the ecological effects are deemed to be significant. For example, non-designated Class B and Class C weeds may be carefully controlled on sites or nearby known subpopulations of designated rare, threatened, or endangered (RTE) plants identified on the most current list of RTE plants in the Project Area.

Studies conducted by SCL prior to FERC issuing the current Project license in 2013, inventory work completed by the County under an MOA between 2014 and 2023, and surveys by SCL biologists and ecologists and RTE plant botanists have documented a total of 26 terrestrial noxious weed species in and near the Project area: six are classified as Class B-designate; ten as Class B; seven as Class C, and three are not classified. One Class A terrestrial weed (Vochin knapweed – *Centaurea nigrescens*) has been documented and flowering rush (*Butomus*

umbellatus), a Class A aquatic weed, has been found in waters of the state in the reservoir since 2014.

2.0 Geographic area covered by this MOA

The area covered by this MOA is defined as follows:

- The entire Boundary Reservoir and associated shorelines, extending from Box Canyon Dam to Boundary Dam, including all land within 200 feet of the line of ordinary high water;
- All SCL-owned parcels located within the FERC Project boundary;
- Areas outside that FERC boundary associated with Project mitigation projects conducted by SCL (e.g., aquatic habitat restoration in Sullivan Creek, trails constructed for recreation mitigation, etc.);
- Other lands in or near the Project boundary, as identified and specified in the future.

3.0 Scope Topics

Under the terms of the MOA and this scope of work, the County will assist SCL with implementing portions of the terrestrial IWMP through inventories, eradication or control measures, and consultation. The County will also continue to control flowering rush in waters associated with the reservoir. The following sections describe the primary scope topics and subtasks.

Scope Topic 1 – Project Management, Coordination, Meetings, and Site Visits

Subtask 1.1 – Project Kickoff Meeting:

Before conducting any noxious weed control work each year, the County will participate in a kickoff meeting with SCL staff (via web-based videoconference) to discuss data needs, GIS/map standards, communication and field protocols, and any related issues. SCL will transfer to the County GIS data, maps, and other data needed to facilitate completion of work.

Subtask 1.2 – Coordination Meetings with SCL:

SCL and the County will meet as needed each year via telephone, email, and web-based videoconference to ensure that the project is progressing as planned and to discuss any unanticipated issues that may arise.

Subtask 1.3 – Meetings with Terrestrial Resources Workgroup (TRWG) or other stakeholders:

SCL and the County will coordinate on the preparation for and presentations to the TRWG or other stakeholders. The purpose of such meetings will be to present information to the stakeholders and obtain their feedback about issues of concern; such meetings may result in changes to approaches and/or draft work products. This scope of work provides for up to two meetings per year that may be held in-person in Spokane or by videoconference. One meeting will be the Annual TRWG meeting held in January of each year. The need for additional meetings will be determined as the project progresses. SCL will inform the County of the requirement for its attendance; the County will charge only for those required meetings it attends.

Subtask 1.4 – Site visits with SCL ecologists

Each year, SCL may request up to three site visits with County weed specialists to discuss treatment options and monitoring approaches and results at specified locations. The sites of primary importance likely will be developed and boat-in recreation sites, areas supporting RTE plants, and select areas on SCL-owned PHLs and near facilities. To the extent possible, these meetings will be scheduled when County staff are in the area conducting MOA tasks to minimize unnecessary expenses.

Subtask 1.5 – Annual Work Authorizations

By April 30, each year, the County will provide SCL with a Work Authorization (Exhibit C) that describes activities to address inventory and treatment plans, estimated budget, and schedule for that year. If requested by SCL, the County will provide a Health and Safety Plan for its staff and subcontractors and submit Job Hazard Analysis forms at least 2 weeks prior to fieldwork sessions.

Scope Item 2 – Update Weed Management Plan

During 2024, the County will review and update (if needed) the methodology used for the weed inventory and treatment as described in the Noxious Weed Inventory and Management Plan (SCL and PCNWCB 2023). Revisions to the Management Plan will be presented in draft updates and provided to the TRWG. Based on comments received from the TRWG, the County will assist SCL to produce a final draft of the Noxious Weed Inventory and Management Plan. Development of the methodology will take into consideration that subsequent general surveys (for the total area) will be conducted every three years during the FERC license period. Documented Class A and B-designate species (and other species targeted in the Noxious Weed Inventory and Management Plan) will be inventoried and treated annually.

Scope Item 3 – Annual Weed Inventory and Treatment

The County will complete annual tasks as agreed upon in the Annual Work Authorizations approved by SCL.

The following are common steps that may be adjusted in Annual Work Authorizations.

Step 1 - Update a target list of noxious weed species

Working from the list provided in Table 1 below, the County will annually update the list of State- and County-listed terrestrial noxious weeds that are known or suspected to occur in the Project Area and identify those that are of urgent management concern warranting early detection and rapid response actions (e.g., any Class A and Class B-designate species with limited distribution in the County). The County will advise SCL on which newly-listed species should be prioritized.

Step 2 - Field surveys and mapping

Each year, SCL will provide GIS data to the County showing Project Habitat Lands (PHL) boundaries, other City owned lands, Project-related recreation sites, and known RTE plant locations so the County can implement effective weed treatments while minimizing adverse

effects to other resources. It is imperative that the County take extreme care in treating target species near known RTE subpopulations to avoid impacts to these sensitive plants.

Each year, the County will: (1) revisit all infestation sites treated the previous year and record data on presence, abundance, and percent cover of all Class A, B-designate, and select B and C species targeted for control at each site; and (2) survey reservoir shoreline and weed pathways such as developed and boat-in recreation sites, roads, Project infrastructure, and actively managed areas on PHLs and map via GPS (polygons, lines, or points depending on size), and characterize each target weed species infestation (dimensions, number of plants, percent cover category). Large infestations will be mapped as polygons; small populations will be indicated as lines or points with dimensions indicated for each. An estimate of the number of plants in each mapped infestation will be recorded, as well as cover class, which will be recorded using the following modified Daubenmire: <5%, 5-15%, 16-25%, 26-50%, 51-75%, 76-95%, and 96-100%. Each infestation will be mapped as accurately as possible, to a resolution of 0.1 acre. The presence of other common weeds will be noted.

Table 1. Non-native and noxious weed species documented in the Boundary Project area (species in bold type are targeted for control).		
Scientific Name	Common Name	Weed Classification ¹
<i>Butomus umbellatus</i>	flowering rush	A
<i>Campanula rapunculoides</i>	creeping bellflower	None
<i>Carduus acanthoides</i>	plumeless thistle	B-designate
<i>Centaurea stoebe</i>	spotted knapweed	B
<i>Centaurea diffusa</i>	diffuse knapweed	B
<i>Centaurea nigrescens</i>	Vochin knapweed	A
<i>Leucanthemum vulgare</i>	oxeye daisy	C
<i>Cirsium arvense</i>	Canada thistle	C
<i>Cynoglossum officinale</i>	houndstongue	B
<i>Cytisus scoparius</i>	Scotch broom	B-designate
<i>Daphne mezereum</i>	February daphne	None
<i>Daucus carota</i>	wild carrot, Queen Anne's lace	C
<i>Euphorbia virgata</i>	leafy spurge	B-designate
<i>Hieracium caespitosum</i>	meadow hawkweed	B
<i>Hieracium aurantiacum</i>	orange hawkweed	B
<i>Hieracium glomeratum</i>	queen devil	B
<i>Hypericum perforatum</i>	common St. Johnswort	C
<i>Iris pseudacorus</i>	yellow flag iris	C ²
<i>Linaria dalmatica</i> ssp. <i>Dalmatica</i>	Dalmatian toadflax	B
<i>Lythrum salicaria</i>	purple loosestrife	B-designate
<i>Myriophyllum spicatum</i>	Eurasian watermilfoil	B-in Pend Oreille R.
<i>Phalaris arundinacea</i>	reed canarygrass	C
<i>Fallopia sachalinense</i>	giant knotweed	B - designate
<i>Fallopia x bohemicum</i>	Bohemian knotweed	B - designate
<i>Potentilla recta</i>	sulfur cinquefoil	B

<i>Caragana arborescens</i>	Siberian peashrub	None
<i>Sonchus arvensis ssp arvensis</i>	Perennial sowthistle	None
<i>Tanacetum vulgare</i>	common tansy	C
¹ Classification from 2023 Pend Oreille County Noxious Weed List.		
² Targeted for control on City Light and public lands only.		

Every three years (e.g., 2024 and 2027), the County will conduct complete survey of reservoir and river shorelines and weed pathways on PHLs, and in areas by SCL or used for project recreation and map using handheld GPS units the weed species on the table that are not targeted for control. This mapping should be generalized polygons listing weed species present.

During the intervening years (2025, 2026, 2028, 2029), the County will revisit previously mapped weeds targeted for control. At each infestation, the County will map current infestation sizes using GIS and field notes, document treatment (herbicide mixture used including concentration of active ingredient and any adjuvants or surfactants), and take photos. Data should be adequate to compare with other years to compare areal extent, number of plants and percent cover. Incidental to the revisits, all new infestations of target species observed will be mapped and described.

Scope Item 4 - Implement Weed Control

This Scope Item will focus on the noxious weed species that are required for land owner control, i.e., Class A and Class B-designate species. It will also include species such as diffuse knapweed (Class B), yellow flag iris (Class C), and orange hawkweed (Class B) that are less established around Boundary Reservoir but could pose threats to RTE plant species. The species designated for control are referred to as “target weeds” and indicated in Table 1. The list of species targeted for control under this task may expand in the future if species are added to the state and county lists and are documented in the Project area.

The County will identify the preferred treatment method (plan) for each target weed infestation (or groups of infestations) on SCL lands within the Project boundary, along Project roads, at recreation areas managed by SCL, and for Project-related weed infestations on federal lands along the reservoir shoreline. The treatment plan for each infestation will include a monitoring component and should be standardized to the degree possible. Due to the large number of RTE plant subpopulations in the Project Area, the Treatment Plans must carefully address the potential for collateral damage caused by proposed weed treatment and use the option with the lowest risk. In some cases, treatment might need to be deferred until site can be monitored and assessed by SCL botanists.

Treatment methods include manual, mechanical, cultural, chemical, and biological techniques. Effective control typically requires integrating several treatment methods depending on the species, the characteristics and location of the infestation, and site objectives for the infestation. Site objectives can range from complete eradication, to containing the spread of the species, to suppressing the population. Treatment should be followed by revegetation when it is unlikely that native vegetation from the surrounding area will readily colonize the site. Consultation with the USFS and/or BLM will be required for treatment plans for federal lands.

In developing treatment plans, the following caveats should be considered:

- Manual methods will generally be restricted to weed infestations less than 0.5 acre in size, or for the treatment of individual plants scattered over a large area that are either just beginning to invade or that persist following the use of other control methods. The County may identify need for SCL to hire other contractors for control actions if size of treatment is too large for staff to manage.
- It is unlikely that cultural methods will be appropriate for controlling infestations of any of the seven current target species, which occur mostly in small patches along the reservoir shoreline. The size and location of known infestations make them unsuitable for control by grazing, and the adjacent habitat precludes the use of burning as a control method.
- The City of Seattle requires that SCL limit the use of chemicals on City-owned lands. Before the County applies any chemicals pursuant to this MOA, it must receive authorization from SCL to use such chemicals. The City does not permit any glyphosate products to be used within the FERC Project Boundary.

The County will implement the treatment plans on an annual basis through the term of this MOA. In addition, annual control efforts will include treating any “satellite” target weed infestations observed in proximity to each documented infestation. If manual or mechanical methods are proposed, the County and SCL will discuss how to implement

Scope Item 4 Deliverables

- Brief annual written description of treatment plans for each target weed infestation (or groups of infestations).
- Updated GIS and electronic files at the conclusion of each treatment period.

Scope Item 5 – Develop GIS database of weed species occurrences

After each field season, location data from the GPS will be transferred into GIS. The GIS data will be provided to SCL by November 1 of each year along with data on infestation species, size, and percent cover. Data should also be collected on any treatments implemented at each site. Data should be presented in a manner such that infestation numbers and cover can be compared between years.

Scope Item 5 Deliverables

- GIS data
- Tabular data on each infestation
- Electronic data files; scanned copies of field notes, updated GIS files and metadata.
- Pesticide Application Records for BLM, USFS, and SCL land as well as other private land within the Project Area (provided within two weeks after application).

Scope Item 6 – Advise on Practices to Minimize Establishment of Noxious Weeds

If requested by SCL, the County will review SCL’s current maintenance practices and propose measures to minimize the establishment and/or spread of weeds. SCL may request the County to assist with informing Project staff on weed management as part of the Environmental Awareness Program (a program to educate Project staff on practices to minimize effects to environmental

resources in the Project area). This may include attending meetings or site visits with maintenance staff to discuss Best Management Practices (BMPs) for preventing the spread of noxious weeds.

Scope Item 6 Deliverables

- Attendance at up to four meetings at Boundary Project;
- Draft and final versions of BMPs.

Scope Item 7 – Consultation on Related Topics

SCL may require the County to conduct additional related services through the term of this MOA; the County may not proceed with conducting such services unless authorized in writing by SCL.

Seattle City Light uses an automated invoice processing system that can expedite the approval of correctly submitted invoices. Please adhere to the following requirements to facilitate invoice payment.

- Submit an invoice by email to SCL_APIInvoice@seattle.gov no later than thirty (30) calendar days from the date charges are incurred. **Do not send questions to SCL_APIInvoice@seattle.gov.** It isn't monitored by a human.
- The subject line of the email should be supplier's name and invoice number. (Limit subject line to 35 characters)
- Attach only one PDF invoice per email, in unlocked Portable Document Format (PDF) with a text resolution of at least 300 dpi.
- Other substantiating documentation should be submitted in the same email as the invoice as required by the purchase order or contract.
- The invoice due date is calculated from the date a properly completed invoice is received by the Seattle City Light Accounts Payable work group or receipt and acceptance of goods or services, whichever is later.

Invoices must contain the following information:

- Supplier, Vendor, Contractor, or Consultant Company Name as stated in the purchase order or contract.
- Company street address. (PO Box number is not acceptable.)
- Payment remittance address. (If different from company street address; may be a PO Box.)
- Ship To address or Delivery address.
- **Purchase Authorization Number**
 - Purchase Order (PO) **or**
 - Purchase Request Number (PRN).
- First and last name of the Seattle City Light employee who requested the goods or services.
- Unique invoice number and Invoice date.
- Description, unit price, quantity, unit of measure, and extended amounts for the materials, goods, or services delivered or rendered. Hours worked, rates per hour, and dates of services performed for consultant contracts.
- Total invoice amount with sales tax shown as a separate line item (if sales tax is applicable).
- Shipping terms (FOB destination unless otherwise specifically stated in the purchase order or contract):
 - *Freight Prepaid and Allowed* – freight charges are paid by supplier but are not added to invoice.
 - *Freight Prepaid and Add* – freight charges are paid by supplier and may be added to invoice.
 - *Will Call*

Avoid these invoicing errors:

- Invoices labeled "Proforma" will not be processed for payment.
- Charges for different sales / use tax jurisdictions cannot be comingled or combined on the same invoice.
- Charges for different purchase orders, purchase request numbers, or contracts cannot be comingled or combined on the same invoice.

Not able to send a PDF invoice?

Original invoices must be mailed to the following address and should not be released to individuals picking up orders on a will-call basis, nor should they be left with the receiver at the time of delivery.

Seattle City Light – Accounts Payable
PO Box 94686
Seattle, WA 98124-6986

Questions? Contact SCL_AccountsPayable@Seattle.gov

MEMORANDUM OF AGREEMENT

between

The City of Seattle, Seattle City Light Department

and

The Pend Oreille County Noxious Weed Control Board

for

Weed Inventory, Management, and Consultation

Exhibit C

WORK AUTHORIZATION

YEAR

April – December

Pursuant to the Memorandum of Agreement (MOA) between Seattle City Light (SCL) and the Pend Oreille County Noxious Weed Control Board (the County), dated March __, 2024, *Section III, Scope of Work and Funding*, the County is authorized to conduct the following tasks in 2024. **This authorization is effective April 1, 2024 – December 31, 2024.**

The total not-to-exceed amount for 2024 activities is \$60,000, as described in the following sections.

Personnel Rates

The following personnel rates are approved for work conducted in 2024:

Loretta Nichols (Weed Board Coordinator)	- \$60.66/hr
Tommy Crossman (Lead Field Inspector)	- \$33.87/hr
Paula Martin (Finance & Office Assistant)	- \$36.98/hr
Program Operator	- \$43.21/hr
Outreach & Field Inspector	- \$37.00/hr
Seasonal Field Inspector	- \$22.78/hr

Contractor (diver harvest flowering rush removal, boat & operator) \$35,000

Rates for new or substitute staff must be approved by SCL before work may commence. Indirect/overhead charges and other direct expenses incurred in support of the following tasks may be billed as specified in *Section V, Invoicing and Payment*, of the MOA.

Task 1 - Conduct Terrestrial Weed Surveys

Task 1a – Conduct annual survey of targeted species (per updated list) in the FERC Project Area. Prioritized areas will include: A list of areas as discussed with SCL annually prior to the start of the season. This will include revisits to previously treated sites to document changes in weed species occurrence and abundance.

Task 1b – Every three years, conduct general noxious weed survey (as per IWMP Plan noxious weed list utilizing Weed Survey Protocol) in the FERC Project Area. This will cover all

reservoir shorelines and areas near known weed dispersal pathways such as recreation sites, Project facilities, roads, habitat management areas (e.g., timber harvest areas). All weed species will be inventoried and characterized as to area, length, number of plants, and percent cover categories regardless of category per approved protocol.

Surveys will take place by walking along accessible sections of the shoreline and upland areas in the Project Area, using ATVs to survey applicable sections of roads, recreation areas, and maintenance areas, and boating along the shoreline and within the littoral zone to include all areas. The County will provide the boat and ensure that all water-related safety and regulatory requirements are met. If requested by SCL, the County will provide its Health and Safety Plan for its staff and subcontractors and completed Job Hazard Analysis forms at least 2 weeks prior to fieldwork sessions.

Access to areas near the Forebay log boom, dam or other areas within the security area will require County staff to make arrangements with Boundary Dam staff for access and potential escort.

Task 1 Deliverables

- Electronic data files with all GIS files of infestation points and polygons and metadata, GPS data, tabular data, digital photos of noteworthy infestations and treatments, copies of field notes.

2024 Authorized Labor Hours

Loretta Nichols	60 hrs
Tommy Crossman	27 hrs
Paula Martin	32 hrs
Outreach/Field Insp	12 hrs
Brian Lord/Seasonal	32 hrs

Task 2 – Inventory and Control of Flowering Rush

The County and its contractor will survey Boundary Reservoir and map infestations of flowering rush using GPS. The survey will be timed to maximize ability to visually detect flowering rush growing in the water column. The Contractor will manually remove flowering rush plants, taking precautions to prevent dislodged plant material from being transported downriver. The work will include work along the shorelines and in deeper water using Diver Assisted Suction Harvest (DASH) to remove the flowering rush. Out of water plants will be removed manually or treated with a DOE administered NPDES permit approved herbicide that does not contain glyphosate and adjuvant that are approved by the City.

2024 Authorized Labor Hours for Task 2

Loretta Nichols	12 hrs
Paula Martin	12 hrs
Brian Lord/Seasonal	12 hrs
Contractor	\$34,000.00

Task 2 Deliverables

- GIS data of flowering rush infestations

- Sample of photos of infestations and control efforts
- Data on tonnage removed each day and in different zones of the reservoir (Box Canyon - Sweet Creek, Sweet-Creek-Metaline, Metaline Pool, Metaline – Metaline Falls, Canyon, Canyon – Forebay)

Task 3 –Implement Terrestrial Weed Control Program

The County will coordinate with SCL and federal land managers each spring to confirm acceptable herbicides, markers, and adjuvants and notify landowners of treatment on or fronting their lands. Herbicides to be used will be in compliance with land-use specified on the label, SCL and City of Seattle policy, and those on the USFS allowed products list (for US National Forest System lands within the project boundary) as per the Region 6 Integrated Vegetation Management (IVM) EIS final Record of Decision (ROD) and the CNF Noxious Weed Plan ROD; and those on the BLM allowed product list (however, US BLM lands within the project boundary will not be treated with herbicide in 2017) as per the 2010 BLM OR/WA Vegetation Treatments Using Herbicides on BLM Lands in Oregon FEIS Record of Decision; and, the 2016 Vegetation Treatments Using Aminopyralid, Fluroxypyr, and Rimsulfuron on Bureau of Land Management Lands in 17 Western States final programmatic FEIS preferred alternative, Record of Decision pending. Per City of Seattle, no herbicides containing glyphosate shall be used within the Project Area. Lists attached.

During the visits to sites in the Project Area to inventory weeds, the County will implement integrated weed management for the target weed species as adjusted in the Annual Work Authorization. Small infestations that can be manually removed with minimal soil disturbance should be removed as long as manual control is effective for that species. Spot herbicide treatment should be used where manual control is not feasible. However, if the site is very close to a known RTE plant subpopulation (based on examination of GIS data provided by SCL), herbicide treatment should be deferred until consultation with SCL can occur. In these cases, the County will within 24 hours, notify SCL with GPS coordinates and species information.

Task 3 Deliverables

- GIS data of weed infestation treatment points
- Brief written summary of treatment plans for groups of infestations on SCL and federal lands
- Sample of photos of infestations and control efforts
- Copies of Pesticide Application Reports. The County will provide records to SCL and the federal land managers within 14 days after application.

2024 Authorized Labor Hours for Task 3

Loretta Nichols	10 hrs
Tommy Crossman	28 hrs
Paula Martin	10 hrs
Outreach/Field Insp	15 hrs
Brian Lord/Seasonal	36 hrs

Task 4 – Weed Management at Boat-in Recreation Sites

The County will work with SCL to visit boat-in recreation sites the list of areas will be discussed with SCL annually prior to the start of the season and determine treatment plan using Integrated Weed Management and, where necessary, revegetation to minimize weed occurrence near these weed dispersal pathways. The County and SCL will determine division of labor for specific actions. The County and SCL may establish fixed plots to monitor weed occurrence at these areas to visit in subsequent years to gauge effectiveness.

Task 4 Deliverables

- Pesticide Application Records
- GIS data of weeds at recreation sites.
- Plot data with weed and native plant species cover
- Photos

2024 Authorized Labor Hours for Task 4

Loretta Nichols	17 hrs
Paula Martin	9 hrs
Brian Lord/Seasonal	8 hrs

Contractor (boat & operator) \$1,000.00

SCL Acceptable Herbicides – No glyphosate products permitted in Project Boundary

Acetic Acid

Aminopyralid*

Clove Oil/Sodium Lauryl Sulfate

Fosamine ammonium*

Isoxaben

Napropamide

Oryzalin

Sethoxydim

Sulfometuron methyl

Triclopyr*

Colville National Forest Acceptable Herbicides**

PICLORAM (Tordon, Outpost)*

TRICLOPYR (Garlon, Pathfinder, Remedy, etc.) *

CHLORSULFURON (Telar, Glean, Corsair)

CLOPYRALID (Transline, Stinger) *

IMAZAPIC (Plateau)

IMAZAPYR (Arsenal, Chopper, Stalker, etc.)

METSULFURON METHYL (Escort)*

SETHOXYDIM (Poast)

SULFOMETURON METHYL (Oust)

** List taken from the Noxious Weed Treatment sign that needs to be posted when treating on NFS lands.

BLM Acceptable Herbicides***

2, 4-D

Dicamba

Glyphosate

Picloram

Chlorsulfuron

Clopyralid
Dicamba + diflufenzopyr
Diuron
Fluridone
Hexazinone
Imazapic
Imazapyr
Metsulfuron methyl
Sulfometuron methyl
Triclopyr
Aminopyralid
Fluroxypyr
Rimsulfuron

* Products we use

*** List taken from the 2010 BLM OR/WA Vegetation Treatments Using Herbicides on BLM Lands in Oregon FEIS Record of Decision; and the 2016 Vegetation Treatments Using Aminopyralid, Fluroxypyr, and Rimsulfuron on Bureau of Land Management Lands in 17 Western States final programmatic FEIS preferred alternative, Record of Decision pending. A Pesticide Use Proposal (PUP) is a further BLM requirement.



INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)

NO. 93-106474

PI: 39C GOF

Funding Source: State

Grant Funded: ☐ Yes ☒ No

OMWBE: ☐ Small Business ☐ Veteran Owned ☒ Not Applicable

Procurement method (Select one): ☒ Exempt, IAA. See DES Policy DES-140-00 Section 5, Item 2. RCW 39.26.125 Item 10.

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as "DNR", and the below named Pend Oreille County, hereinafter referred to as the "County".

DNR and the County enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

Pend Oreille County
PO Box 5025
Newport, Washington 99156
Phone: (509) 447-4119
Email: commissionersoffice@pendoreille.org
Statewide Vendor # (SWV): SWV0013043

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The purpose of this Agreement is to provide the terms and conditions between the Parties to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage, establish a framework, and facilitate the coordination and exchange of personnel, equipment, supplies, facilities, services and funds to better achieve each Party's management missions.

In partnership with citizens and governments, DNR's mission is to provide innovative leadership and expertise to ensure environmental protection, public safety, perpetual funding for schools and communities, and a rich quality of life. The County mission is the control, or the eradication, of certain noxious weeds in Pend Oreille County on, near, or potentially impacting state-owned aquatic lands (SOAL). Coordination and sharing of resources and services would benefit both Parties, and the resources each is entrusted to manage.

Both Parties recognize the critical need for better coordination of resources. Implementation of this Agreement will provide the collaborative framework to improve the effectiveness of work being conducted throughout the State to achieve each Party's management mission. This Agreement will promote the collaborative implementation of projects that will benefit from joint planning and funding.

2.0 Scope of Work. The County shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work, Exhibit B - Budget, and Exhibit C – DNR Aquatics Invasive Species (AIS) Contract Annual Report.

3.0 Period of Performance. The period of performance under this contract will be from July 1, 2023, or date of execution, whichever is later, through June 30, 2028. This Agreement is also intended to memorialize the oral Agreement consistent with the terms and conditions of this Agreement, from July 1, 2023, to the date this Agreement becomes effective upon the signatures of all parties.

4.0 Payment. Pay for the work provided is established under RCW 39.34.130. The parties estimate that the cost of accomplishing the work will not exceed \$155,000.00 (One Hundred Fifty-Five Thousand Dollars). Pay for services shall be based on the rates and terms evenly distributed over the entire Agreement period and as described in Exhibit A – Scope of Work, and Exhibit B Budget, and Exhibit C – DNR Aquatics Invasive Species (AIS) Contract Annual Report.

5.0 Billing Procedures. The County shall submit invoices quarterly to the DNR Project Manager. Payment for approved goods and/or services will be made by check, warrant, or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR shall display actual expenditures to the date of the invoice, by separate cost elements, and include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Interagency Agreement number 93-106474
- B. The amounts for each period billed, deliverable, etc.,
- C. The total number of hours worked for each employee,
- D. The total amount of taxes (if any),
- E. Any other relevant information,
- F. The total invoice charge and remaining balance after invoicing.

6.0 Records Maintenance. The County shall maintain books, records, documents, and other evidence, to sufficiently document all direct and indirect costs incurred by the County in providing the services. These records shall be available for inspection, review, or audit by personnel of DNR, other personnel authorized by DNR, the Office of the State Auditor, and federal officials as authorized by law. The County shall keep all books, records, documents, and other material relevant to this Agreement for seven years after Agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

7.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by Title 17 U.S.C., Section 101 and shall be owned by DNR, other agency, or equally. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

8.0 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement 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.

9.0 Amendments. This Agreement may be amended by mutual Agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

10.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written (including email) notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

11.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing (including email).

12.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third-party dispute resolution as the parties mutually agree to in writing.

If the parties cannot resolve the issue within their chains of command, either party may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

13.0 Governance. This contract is entered into by the authority granted 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.

If there is 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:

- 1) Applicable federal statutes and rules;
- 2) State of Washington statutes and regulations;
- 3) Scope of Work; and
- 4) Any other provisions of the Agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

15.0 Waiver. A party that fails to exercise its rights under this Agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this Agreement.

16.0 Harassment. Agency Contractors hereby have access to DNR's Policies:

Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment, linked below:

https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

DNR's Policy PO01-051 Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for contractors:

www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf

DNR's Policy PO01-037 Harassment Prevention, linked below, outlines DNR's commitment and the expectations for contractors:

https://www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf

17.0 Nondiscrimination.

- a. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other Agreement.
- b. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement Agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

18.0 Severability. The provisions of this Agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

19.0 Responsibilities of the Parties/Indemnification. To the fullest extent permitted by law, the County shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The County's obligation to indemnify, defend, and hold harmless includes any claim by the County's employees, representatives, any subcontractor or its employees, or any third party.

However, the County shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) the County, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then the County's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of the County, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

The County waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless DNR and its officials, agents or employees.

20.0 Insurance. Before using any of said rights granted herein and its own expense, the County shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

The County shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. The County shall also provide renewal certificates as appropriate during the term of this Agreement.

The County shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of the County to have its subcontractors and agents comply with the insurance requirements contained herein does not limit the County's liability or responsibility.

Insurance Types and Limits: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: The County shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: The County shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: The County shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." The County waives all rights of subrogation against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): The County shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. The County waives all rights of subrogation against the State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. The County waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

Additional Provisions:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If the County is self-insured, evidence of its status as a self-insured entity shall be provided to the State. The evidence should demonstrate that the County's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of the State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of the County is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: The County waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

21.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

22.0 Contract Management.

CONTRACTOR Contract Manager Information	DNR Contract Manager Information
Robert Rosencrantz Chair, BOCC PO Box 5025 Newport, WA 99156 <i>Phone:</i> (509) 447-4119 <i>Email address:</i> commissionersoffice@pendoreille.org	Todd Palzer, AIS Program Manager Department of Natural Resources 1111 Washington St. MS 47027 Olympia, WA 98504-7027 <i>Phone:</i> (360) 280-9153 <i>Fax:</i> (360) 902-1786 <i>Email address:</i> todd.palzer@dnr.wa.gov
CONTRACTOR Project Manager Information	DNR Project Manager Information
Loretta Nichols Coordinator, Weed Board PO Box 5085 Newport, WA 99156 <i>Phone:</i> (509) 447-6908 <i>Email address:</i> lnichols@pendoreille.org	John Geist Department of Natural Resources 1111 Washington St. MS 47027 Olympia, WA 98504-7027 <i>Phone:</i> (360) 972-6834 <i>Fax:</i> (360) 902-1786 <i>Email address:</i> john.geist@dnr.wa.gov

23.0 Subcontracts. Subcontractor means not in the employment of the Agency, who is performing all or part of the activities related to this Agreement under a separate contract with the Agency responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, the Agency is required to obtain subcontractors in compliance with RCW 39.26. Agency must provide both proof of competitive solicitation and that the solicitation was posted in WEBS, sole source filing and DES approval, or a documented exemption per DES policy, whichever the case may be.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

PEND OREILLE COUNTY

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

Signature	Signature
Date	Date
Robert Rosencrantz	Thomas Gorman
Name	Name
Chairman, BOCC	Aquatic Resources Div Mgr.
Title	Title
PO Box 5025	1111 Washington St SE, MS: 47027
Newport, WA 99156-5025	Olympia, WA 98504-7027
Address	Address
(509) 447-4119	(360) 902-1584
Telephone	Telephone

SCOPE OF WORK

EXHIBIT A

1. The Pend Oreille River, as a navigable water, is a significant economic driver in Pend Oreille County. It supplies one fifth of the water volume to the Columbia River, ensuring its place as a critical water of the state. DNR is responsible for the aquatic lands in the Pend Oreille River below the ordinary high-water line, as well as the bed of the river. Currently, these aquatic lands are under threat from the noxious weeds making an incursion onto them. The noxious weeds include the State listed Class A, flowering rush, *Butomus umbellatus*, State listed Class B-designates, Bohemian knotweed, *Polygonum bohemicum*, common reed, *Phragmites australis*, and purple loosestrife, *Lythrum salicaria*, and Class C, yellow flag iris, *Iris pseudocorus*.

2. Allowing these noxious weeds to expand their invasion is in conflict with RCW 17.10, Washington State Noxious Weed Law, and will result in discouraging public recreational use and access to the Pend Oreille River, as well as fish and wildlife habitat loss. This, in turn, will result in a loss of revenue generation from hunting, fishing and wildlife viewing, in conflict with RCW 79.105.030.

3. Although funding has increased these last two years the flowering rush has proven difficult to control and options are limited and expensive, partnering with the Washington State Department of Ecology, Washington Recreation and Conservation Office, Pend Oreille Public Utility District Number 1 and Seattle City Light has allowed more work to be accomplished on the river system survey and control work on the noxious weeds described within this Scope of Work. These partnerships will remain in place as the parties continue to work on a long-range plan that addresses all necessary follow-up survey(s) and management implementation, including resource allocation.

4. This Scope of Work is designed to complement a complete river shoreline survey for and removal of the identified noxious weeds where found along the river within Washington State by DNR providing funding for boat support and diver-assisted suction harvest (DASH) in-water removal of flowering rush; herbicide treatment by County staff to purple loosestrife, yellow flag iris, and flowering rush infestations; and herbicide in-water treatments for flowering rush in areas of dense infestations. The work within the Boundary reach of the Pend Oreille River will be funded by Seattle City Light as part of the Federal Energy Regulatory Commission (FERC) requirements of their recently acquired license to operate Boundary Dam.

5. Pend Oreille County will provide invoices for payment per Section 5 of the Contract.

6. AIS Contract Annual Reports - An Annual Report fulfills DNR's requirements for completion of funding Agreements. Information from the reports contributes to an annual statement to decision-makers that demonstrates the effectiveness of DNR assistance to local cooperators and helps develop a needs package for future budget consideration.

7. Tasks and deliverable timelines by Pend Orielle County are described in detail in Exhibit B - Budget.

End-of-season reports for DNR-assisted weed control work are due no later than 4:00 pm, November 30, annually for the term of this Agreement. Contents of the report as shown in the accompanying AIS Contract Annual Report form.

Reports may be submitted electronically at dnrreais@dnr.wa.gov. If you have questions or need assistance, please contact John Geist, Contract Manager, at John.Geist@dnr.wa.gov or by phone at (360) 972-6834.

BUDGET

EXHIBIT B

Invoice Identification and Information

Each invoice voucher submitted to DNR by Pend Oreille County will clearly reference "Interagency Agreement Number 93-106474 and be sent to the DNR Project Manager identified above.

DNR funding support is subject to appropriation, allotment approvals, and availability of funds.

Total Available Budget: \$155,000.00

Proposed Budget for 2023-2028 DNR Funding

Task 1: Inventory and Control of Listed Noxious Weeds – Biennium 2023-2025. Further deliverables as detailed in Exhibit C – Annual Report.			
Task	Deliverable	Completion Date	Estimated Cost of Task
1.1 Inventory and Control of Listed Noxious Weeds	<ul style="list-style-type: none">- Surveys and/or mapped areas for control of listed noxious weed(s) in the specified water body or WRIA- Data collection, collation, and reporting from both surveys, mapping areas, and control efforts- Removal and disposal of listed noxious weed species detailed by pounds- Summary detail of noxious weed chemical or mechanical treatments- Goods and services used for completion of AIS designated weed(s) control- List herbicides or chemical materials	Annual Report due November 30 of each year	Enter est. cost in whole dollars
1.2 Agency overhead and admin costs	<ul style="list-style-type: none">- List of participants performing duties/tasks of this agreement- Salaries and benefits- Contracted services (DASH FLR)- Travel- Annual Report (Exhibit C)	Annual Report due November 30 of each year	Enter est. cost in whole dollars
Task 1 Total not to exceed			\$62,000.00

Task 2: Inventory and Control of Listed Noxious Weeds – Biennium 2025-2027. Further deliverables as detailed in Exhibit C – Annual Report.

Task	Deliverable	Completion Date	Estimated Cost
2.1 Inventory and Control of Listed Noxious Weeds	<ul style="list-style-type: none"> - Surveys and/or mapped areas for control of listed noxious weed(s) in the specified water body or WRIA - Data collection, collation, and reporting from both surveys, mapping areas, and control efforts - Removal and disposal of listed noxious weed species detailed by pounds - Summary detail of noxious weed chemical or mechanical treatments - Goods and services used for completion of AIS designated weed(s) control - List herbicides or chemical materials 	Annual Report due November 30 of each year	Enter est. cost in whole dollars
2.2 Agency overhead and admin costs	<ul style="list-style-type: none"> - List of participants performing duties/tasks of this agreement - Salaries and benefits - Contracted services (DASH FLR) - Travel - Annual Report (Exhibit C) 	Annual Report due November 30 of each year	Enter est. cost in whole dollars
Task 2 Total not to exceed			\$62,000.00

Task 3: Inventory and Control of Listed Noxious Weeds –2028. Further deliverables as detailed in Exhibit C – Annual Report.

Task	Deliverable	Completion Date	Estimated Cost
3.1 Inventory and Control of Listed Noxious Weeds	<ul style="list-style-type: none"> - Surveys and/or mapped areas for control of listed noxious weed(s) in the specified water body or WRIA - Data collection, collation, and reporting from both surveys, mapping areas, and control efforts - Removal and disposal of listed noxious weed species detailed by pounds - Summary detail of noxious weed chemical or mechanical treatments - Goods and services used for completion of AIS designated weed(s) control - List herbicides or chemical materials 	Annual Report due November 30 of each year	Enter est. cost in whole dollars
3.2 Agency overhead and admin costs	<ul style="list-style-type: none"> - List of participants performing duties/tasks of this agreement - Salaries and benefits - Contracted services (DASH FLR) - Travel - Annual Report (Exhibit C) 	Annual Report due November 30 of each year	Enter est. cost in whole dollars
Task 3 Total not to exceed			\$31,000.00

EXHIBIT C

Aquatics Invasive Species Weed Control Program

2023-2028 AIS Contract Annual Reports

Form accompanying

DRAFT

WWW.PENDOREILLECO.ORG/WEED-BOARD

Noxious/Invasive weeds have a negative impact on our waterways, wetlands, croplands, range lands and forests. This, in turn, impacts wildlife habitat, recreation, local economy and more. Per RCW 17.10, it is the responsibility of landowners and managers to control weeds on their property, and the Weed Board's responsibility to ensure that weeds are controlled, at least, to minimum standards. For more information on requirements and management methods, visit the webpage above, email noxweedinfo@pendoreille.org, or call 509-447-2401.

UPCOMING EVENTS:

- APRIL CALIBRATION WORKSHOP
- JULY 12TH AQUATIC WORKSHOP.

Free Neighborhood Cost Share Workshop on March 23rd at the Camas Center from 9am to 3pm. The NCS Program provides landowners with an opportunity to manage their weeds more cost-effectively. **Must be registered to attend!** To register scan the QR code, visit our website or call the office.

→ Pend Oreille County Noxious Weed Board

We are currently looking for a new board member for District 5! Join us today!



Attachment E



227 B South Garden Ave.
Newport WA, 99156
Phone: 509-447-2402
Email: noxweedinfo@pendoreille.org
www.pendoreilleco.org/weedboard

Policy for NPDES Permit Usage

Ecology Aquatic Plant and Algae Management NPDES

The Weed Board has applied for an NPDES permit from Ecology that covers aquatic plant management using herbicides for a 5 year period, and pays for renewal on an annual basis. As a courtesy in the past, the Weed Board has allowed lake associations and aquatic pesticide applicators to operate their management programs under this permit free of charge.

Given current economic considerations, this practice is no longer possible and at the regular Board meeting, March 21, 2012, the Board agreed to enact a policy to charge participants who operated their programs under this permit. Therefore, any aquatic pesticide applicator wishing to operate under this permit will be charged \$100 per year to do so.

In the light of changing permit price structure and permit usage, the need arose in 2017 to raise the charge for participation to \$200 per year per waterbody. To maintain the integrity of this policy, a schedule will be incorporated herein that will include an annual analysis of the cost of the permit from the previous year and the usage fees collected. The discrepancy will constitute the adjustment of the fee for the coming year, to be adopted annually at the regular Weed Board meeting.

As of February 2024, the insurance requirements have been adjusted to include the phrasing of, "not less than \$2,000,000 aggregate" to accommodate the range of \$2,000,000 and above.

Along with payment, the aquatic pesticide applicator must provide a Certificate of Insurance in the amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate naming Pend Oreille County as an "additional insured, primary and non-contributory" and provide a copy of the appropriate policy endorsement evidencing the required coverage. The County shall be given 30 days' notice of any policy cancellation. The Applicator will also supply the Weed Board with a copy of the Business and Residential pre-application notice, the treatment PAR and map by October 31st of the application year.

WSDA Aquatic Noxious Weed Control NPDES

The Weed Board also applies annually as an agent to operate under the WSDA Aquatic Noxious Weed Control NPDES permit. There is no fee for use of this permit. As a courtesy in the past, the Weed Board has allowed aquatic pesticide applicators to operate management programs for their Pend Oreille County clients under this permit. This practice will no longer be allowed unless the program is under the Weed Board's direction and contract for services.

All aquatic pesticide applicators that contract with the Weed Board to provide weed management services must provide a Certificate of Insurance in the amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate naming Pend Oreille County as an “additional insured, primary and non-contributory” and provide a copy of the appropriate policy endorsement evidencing the required coverage. The County shall be given 30 days’ notice of any policy cancellation.

Upon request for review, participant files are available without discrimination.

This policy is adopted and effective upon the date of the last signature of the current Weed Board members.

<hr/> Wesley E Bailey, Chair	<hr/> Date
<hr/> David Hoisington, Vice Chair	<hr/> Date
<hr/> Pam Thomure, Member	<hr/> Date
<hr/> Tom Pulford, Member	<hr/> Date



Pend Oreille County Weed Board

P.O. Box 5085
227 S Garden Avenue Suite B
Newport, WA 99156
Phone (509) 447-2402
Fax (509) 447-6477
Sharon Sorby, Coordinator
noxweedinfo@pendoreille.org

www.pendoreilleco.org your-government noxious-weed-department

Policy for NPDES Permit Usage

Ecology Aquatic Plant and Algae Management NPDES

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Given current economic considerations, this practice is no longer possible and at the regular Board meeting, March 21, 2012, the Board agreed to enact a policy to charge participants who operated their programs under this permit. Therefore, any aquatic pesticide applicator wishing to operate under this permit will be charged \$100 per year to do so.

In the light of changing permit price structure and permit usage, the need arose in 2017 to raise the charge for participation to \$200 per year per waterbody. To maintain the integrity of this policy, a schedule will be incorporated herein that will include an annual analysis of the cost of the permit from the previous year and the usage fees collected. The discrepancy will constitute the adjustment to the fee for the coming year, to be adopted annually at the regular April Weed Board meeting.

Along with payment, the aquatic pesticide applicator must provide a Certificate of Insurance in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate naming Pend Oreille County as an "additional insured, primary and non-contributory" and provide a copy of the appropriate policy endorsement evidencing the required coverage. The County shall be given 30 days' notice of any policy cancellation. The Applicator will also supply the Weed Board with a copy of the Business and Residential pre-application notice, the treatment PAR and map by October 31st of the application year.

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ATTACHMENT F2

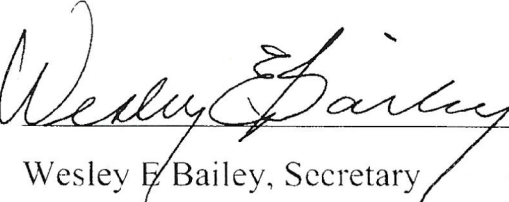
permit. As a courtesy in the past, the Weed Board has allowed aquatic pesticide applicators to operate management programs for their Pend Oreille County clients - under this permit. This practice will no longer be allowed unless the program is under the Weed Board's direction and contract for services.


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Upon request for review, participant files are available without discrimination.

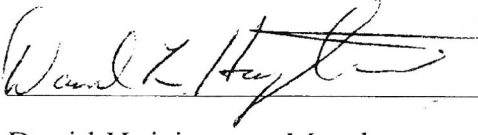
This policy is adopted and effective upon the date of the last signature of the current Weed Board members.


Warren E Koontz, Chair
4/11/18
Date


Wesley E Bailey, Secretary
4/11/18
Date


Joseph O Sherman, Vice-Chair
4/11/18
Date


Brad Berg, Member
4/11/2018
Date


David Hoisington, Member
4-11-18
Date