

INTERLOCAL AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT #1 and JEFFERSON COUNTY ON BEHALF OF THE
JEFFERSON COUNTY NOXIOUS WEED CONTROL BOARD

This Agreement is made and entered into by and between Public Utility District No. 1 of Jefferson County, 310 Four Corners Road, Port Townsend, Washington, 98368, hereinafter referred to as "PUD" and Jefferson County on behalf of the Noxious Weed Control Board, 121 Oak Bay Road, Port Hadlock, Washington, 98339, hereinafter referred to as "Weed Control Board". For the purposes of this Agreement, it is understood that all references to the PUD or Weed Control Board also include an appointed designee(s).

WHEREAS, the PUD operates and maintains the County's public utility infrastructure in order to provide reliable, efficient, and safe transportation of water and electricity to residents of Jefferson County, and

WHEREAS, the Weed Control Board has a stated mission "To serve as responsible stewards of Jefferson County by protecting the land and resources from the degrading impact of noxious weeds," and

WHEREAS, the Weed Control Board has identified certain noxious weeds requiring control on PUD lands, and

WHEREAS, control of noxious weeds on PUD lands benefits the PUD through their compliance with the legal responsibilities regarding noxious weed control as described in RCW 17.10 as well as reducing the likelihood of fire and allowing safer access to PUD property; and

WHEREAS, the initial proposal regarding this agreement was presented to the PUD Board of Commissioners in 2018.

NOW, THEREFORE, pursuant to the above recitals, PUD and the Weed Control Board (collectively hereinafter "Parties" to this Agreement) acknowledge and agree to work cooperatively in accordance with the following:

PURPOSE OF AGREEMENT

The purpose of this Agreement is to define the obligations of both Parties related to the control of noxious weeds in the PUD right-of-way for the term of the Agreement.

SCOPE OF WORK

The Parties shall undertake the work as set out below.

The PUD will, within the limitations of this agreement, perform the following:

- Transfer a cash amount of Twenty Five Thousand Dollars (\$ 25,000.00) annually in 2022, 2023, and 2024, from the PUD to the Weed Control Board for the purpose of controlling noxious weed infestations defined in this agreement, as described in WAC 16-750-003.

It should be noted that, in most if not all years of this agreement, the annual amount of \$25,000 will control a portion of the noxious weed infestations on PUD property. Payment of the \$25,000 and the use of those funds by the Noxious Weed Control Board for agreed upon control efforts does not obviate the need for the PUD to control the remaining noxious weed infestations as required by RCW 17.10 and in WAC 16-750-003.

2. Report locations of noxious weeds to Weed Control Board staff when found.
3. Allow the Weed Control Board volunteer staff, contractors, or other agencies access within the project area indicated in Appendix I for the purpose of potential revegetation projects, which shall be supported through Weed Control Board resources.

The Weed Control Board will, within the limitations of this agreement, perform the following:

1. Utilize the cash transfer for the purpose of controlling Scotch broom (*Cytisus scoparius*) and Poison hemlock (*Conium maculatum*) infestations that are present in March of 2022, 2023, and 2024, as described in WAC 16-750-003, within the project area indicated in Appendix I by means of employing staff, contractors, or other agencies with the appropriate personnel and equipment to effectively control targeted species.
2. If using herbicides, will conduct work with properly licensed and trained staff or contractors and comply with all applicable laws with respect to the storage and application of herbicides.
3. Will schedule and participate in at least one meeting per year with PUD staff to review work deliverables, priorities, methods, and also report on what was accomplished and how the cash contribution was used.
4. Provide reasonable notice, not less than 72 hours, to the PUD anytime the Weed Control Board intends to perform work on PUD property so as not to upset any PUD activity that may be planned or taking place.

TIME OF PERFORMANCE

This Agreement shall be effective from 01-01-2022 through 31-12-2024.

PROJECT ADMINISTRATION

Administration of this Agreement for PUD shall be conducted by the PUD Manager or his designee. For the Weed Control Board, the Agreement shall be administered by the Coordinator.

EMPLOYEES

All employees remain employees of their respective agency at all times and shall perform work under the sole supervision of their agency. The Weed Control Board waives its rights under RCW Title 51, Industrial Insurance, with respect to any claim involving the PUD brought by an employee of the Weed Control Board against the PUD.

PAYMENT

A cash transfer amount of Twenty Five Thousand Dollars (\$ 25,000.00) will be made annually in 2022, 2023, and 2024, from the PUD to the Weed Control Board within 30 days after receiving an invoice, for the purposes outlined in this Agreement. The Parties agree that this shall constitute the full financial obligation of PUD with respect to this issue for the duration of the Agreement.

RIGHT-OF-ENTRY

Weed Control Board staff may enter upon PUD right-of-way to conduct weed control activity. Weed Control Board staff shall record when and where work was performed and shall make these records available to the PUD.

HOLD HARMLESS AND INDEMNIFICATION

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A party shall not be required to indemnify, defend, or hold the other party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each party's comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each party hereby expressly waives any immunity afforded by such acts to the extent required by a party's obligations to indemnify, defend and hold harmless the other party or parties. A party's waiver of immunity does not extend to claims made by its employees directly against the party as employer. The foregoing indemnification obligations have been mutually negotiated.

COMPLIANCE WITH LAWS

All work performed under this Agreement shall comply with all federal and state laws, local laws and ordinances, and applicable permit requirements.

TERMINATION

Either party may terminate this Agreement by giving written notice to the other, at the address first noted herein, of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. If the PUD elects to terminate the agreement early, the PUD agrees to pay any outstanding invoice for work already completed.

SEVERABILITY

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

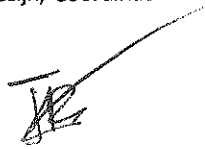
The Agreement merges and supersedes all prior applications, representations, negotiations, approvals, and understandings between the Parties hereto relating to the subject matter of this Agreement and constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

COUNTY OF JEFFERSON
NOXIOUS WEED CONTROL BOARD

Joost Besijn, Coordinator

Date

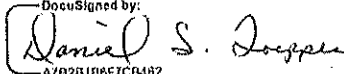


11-22-2021

PUBLIC UTILITY DISTRICT No. 1
OF JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Dan Toepper, President

Date

DocuSigned by:

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11/2/2021

JEFFERSON COUNTY BOARD
OF COMMISSIONERS

Kate Dean, Chair

Date

Approved telephonically

12/6/21

Approved as to Form Only:

Philip C. Hunsucker, Jefferson County Chief Civil Deputy Prosecuting Attorney

Date



November 18, 2021

APPENDIX I



Image 1: Project area, 156 acres (61,655 ft in length x 110 ft avg. width)