

MEMORANDUM OF AGREEMENT

between

Public Utility District No. 1 of Pend Oreille County,

and

The Pend Oreille County Noxious Weed Control Board

for

AQUATIC PLANT MANAGEMENT PLAN FUNDING

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

I. PURPOSE OF THIS AGREEMENT

The purpose of this MOA is for the PUD to provide a portion of its Aquatic Plant Management Plan (APMP) Funding to the County.

The PUD has established a fund for the APMP for treatment of milfoil and other designated nuisance aquatic plants at public boat ramps and swimming beaches. It is recognized that funds may be available from the APMP to establish a separate fund for nuisance and noxious aquatic plant control projects on private lands.

The County provides a Neighborhood Cooperative Cost-Share Program for aquatic weed control to private landowners. By utilizing the County’s existing Neighborhood Cooperative Cost-Share Program, this MOA will provide an efficient and economical method of dispersing available funds, and benefit both County residents (project applicants) and grant managers by having a single application process to access both funding sources.

II. TERM AND TERMINATION

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

III. SCOPE AND FUNDING

The PUD will establish a fund for nuisance and noxious aquatic plant control projects on private lands within the Box Canyon Reservoir Project Boundary, in accordance with its APMP of the Federal Energy Regulatory Commission (FERC) license for the Box Canyon Hydroelectric Project.

The County will make these funds available through its Neighborhood Cooperative Cost-Share Program. In addition to funding requirements of the Neighborhood Cooperative Cost-Share Program, recipients of PUD funds will also meet the following requirements:

- Projects must be located within the Box Canyon Reservoir Project Boundary of the Pend Oreille River.
- Projects cannot include any purchase or application of aquatic herbicide.

The program will provide up to \$500 per individual application to any eligible Cost-Share Program grant participant meeting the requirements of above. A sum of \$1,000 will be available to each group of two or more landowner(s) eligible for the Cost-Share Program grant meeting the requirements of above.

To encourage management through non-herbicide methods, no match is required to access one hundred percent of these funds for each project once the applicant has met the above requirements and those of the County's existing program.

These funds can be utilized prior to accessing County Neighborhood Cooperative Cost-Share Program funds and acceptance of these funds does not limit an applicant's eligibility for any remaining Neighborhood Cooperative Cost-Share Program funds under the same application.

The PUD will support this grant program at an annual amount up to \$5,000 per grant cycle, depending on availability of APMP funds at the end of the previous treatment season.

The County will provide the PUD with an annual report no later than November 15th of the current year grant cycle which will include the following information:

- Total number of eligible applications received, and a total number of applications funded.
- A list of each successful applicant's name and project location, treatment type and funding amount requested and/or allocated.

IV. NOTICE

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

For PUD:	Scott Jungblom Pend Oreille PUD PO Box 190 Newport, Washington 99156-0190 Phone: (509) 447-6732 E-mail: sjungblom@popud.org
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For the County: Sharon Sorby
Pend Oreille County Noxious Weed Control Board
PO Box 5085
Newport, WA 99156-5085
Phone: (509) 447-6478
E-mail: ssorby@pendoreille.org
Courtesy copy to Loretta Nichols at Lnichols@pendoreille.org and
Dyana James at Djames@pendoreille.org

All communications between the Parties relating to this MOA shall be directed to these persons.

V. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this MOA shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

VI. INDEMNIFICATION AND CLAIMS

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

VII. AMENDMENTS

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

VIII. EXECUTION OF COUNTERPARTS

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

This MOA embodies the entire agreement between the Parties with respect to the work and funding allocation described herein.

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

PEND OREILLE PUBLIC UTILITY DISTRICT, NUMBER 1

DocuSigned by:
F. Colin Willenbrock
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F. COLIN WILLENBROCK
General Manager

Date 5/20/2021

**PEND OREILLE COUNTY
BOARD OF COUNTY COMMISSIONERS**

DocuSigned by:
Mike Manus
855F17638AA440E...
MIKE MANUS, Chair
Pend Oreille Board of County Commissioners

Date 5/24/2021