

**INTERAGENCY AGREEMENT
BETWEEN
THE PACIFIC COUNTY NOXIOUS WEED CONTROL BOARD
AND
THE PACIFIC CONSERVATION DISTRICT**

- I.** **THIS AGREEMENT** is made and entered into by the Pacific County Noxious Weed Board, hereinafter referred to as “PCNWCB”, and the Pacific Conservation District, hereinafter referred to as “PCD.”
- II.** **IT IS THE PURPOSE OF THIS AGREEMENT** for the PCD to provide the PCNWCB with available labor to accomplish noxious weed control, GIS mapping, and noxious weed surveying within Pacific County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

- III.** **STATEMENT OF WORK**
The PCD shall furnish a minimum of two personnel to assist PCNWCB staff in performing the before mentioned control program. PCD personnel will attend training as needed and work as scheduled by the PCNWCB Coordinator.
- IV.** **PERIOD OF PERFORMANCE**
The period of performance of this Agreement shall commence on April 15, 2011, and shall be completed on or before May 31, 2011, unless terminated sooner as provided herein.
- V.** **PAYMENT AND BILLING PROCEDURES**
Compensation for the work provided in accordance with this Agreement will be reimbursed at the at the PCD personnel rate schedule attached. Adjustments in personnel compensation must be agreed upon by both parties prior to implication.
- PCD shall submit invoices by the 5th of each month to the PCNWCB Coordinator. Payment to the PCD for approved and completed work will be made by warrant by PCNWCB with thirty (30) days of receipt of the properly completed invoice. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date.

VI. RELATIONSHIPS

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

Therefore, the parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the RECIPIENT.

VII. AGREEMENT ALTERATIONS AND ADJUSTMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

VIII. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

IX. INDEMNITY AND INSURANCE

It is understood and agreed that this CONTRACT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this CONTRACT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, employees or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and the RECIPIENT, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

The RECIPIENT agrees to and shall indemnify and hold harmless the COUNTY, its employees and agents from any suit at law or equity or claim or demand, and from any loss or cost of any nature, including reasonable attorney fees, from any failure of the RECIPIENT to fulfill any of its obligations under this CONTRACT.

X. CONTRACT MANAGEMENT

The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding performance of this Agreement.

The Agreement Administrator for PCNWCB is: Tim Crose, Coordinator
Pacific County Noxious Weed Board
P O Box 88
South Bend, WA 98586

The Agreement Administrator for PCD is: Mike Johnson, District Manager
Pacific Conservation District
P O Box 336
South Bend, WA 98586

IN WITNESS WHEREOF the parties have executed this Agreement.

PACIFIC COUNTY
NOXIOUS WEED CONTROL BOARD

PACIFIC CONSERVATION DISTRICT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Attachment 1

Compensation for Services

Compensation

All work will be compensated for on an hourly basis for services performed.
PCD shall submit invoices by the 5th of each month to the PCNWCB Coordinator.

Subcategories

PCD will be compensated at a rate of \$34.47 for office duties and \$35.62 for field work.