

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Eve Dixon
Noxious Weed Control Board

DATE: October 3rd 2011

RE: Contract with Quinault Indian Nation

STATEMENT OF ISSUE:

The Quinault Indian Nation(QIN) wishes to pay the Jefferson County Noxious Weed Control Board \$3,000 for contacting landowners in the Queets-Clearwater watersheds and obtaining signed agreement from landowners, allowing the QIN crew to survey and treat invasive knotweed.

ANALYSIS:

Extra funding will help the Noxious Weed Control Board to remain viable.

FISCAL IMPACT:

See above.


RECOMMENDATION:


Approve this contract.

DEPARTMENT CONTACT:

Eve Dixon
edixon@co.jefferson.wa.us
360-379-5610 ext 205

REVIEWED BY:


Philip Morley, County Administrator


Date

SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of July, 2011, by and between the County of Jefferson (PO Box 1220, 1820 Jefferson Street, Port Townsend WA 98368), hereinafter referred to as "County" and the Quinault Indian Nation, PO Box 189, Taholah, WA. 98587, hereinafter referred to as "QIN";

WHEREAS, Quinault Indian Nation is desirous of contracting with Jefferson County for the performance of contacting private landowners and executing agreements within Jefferson County including within the Quinault Indian Reservation Boundaries.

; and

WHEREAS, Jefferson County is agreeable to rendering such services on terms and conditions hereinafter set forth.

WHEREAS, under Article V, Section 3(a) of the Constitution of the Quinault Indian Nation, the QIN Business Committee is empowered to enter into agreements on behalf of the QIN with federal, state, and local governments or agencies.

NOW, THEREFORE, the parties do mutually agree as follows:

WITNESSETH:

Scope of Contract

The County agrees to perform for the QIN any and all functions specified hereinbelow relating to private landowner contacts and agreements, subject to the general terms and conditions hereinafter set forth.

The County shall perform private landowner contacts and agreements within Jefferson County and 100% fee ownership within Quinault Indian Reservation Boundaries.

Performance of Private Landowner Contacts and Agreements Services

For the purpose of performing the functions hereinafter specified, the County shall contact private landowners to obtain permission for knotweed survey, treatment, and to disseminate public information within the QIN's Environmental Protection Agency (EPA) grant area. Both parties agree that they and their officers and agents shall cooperate in the carrying out of said functions and that the County shall have full authority, possession and necessary control of the work to be done under this agreement.

Work to be Performed

The County shall perform private landowner contacts and obtain signed agreements for the treatment of knotweed at times and in a manner that fully complies with the terms of the QIN EPA grant funding requirements .

Basis of Payment

Unless otherwise hereinafter provided for, the QIN shall pay to the County a fee of Three Thousand Dollars (\$3,000.00) in advance as total compensation for performing such work, which fee shall cover all costs and expenses incidental to the performance of each of such functions.

Project Records

After completing services contracted for, the County shall deliver to the QIN an invoice and summary record itemizing all services performed under this contract. This summary shall show the location of work performed and costs broken down by object and activity. All necessary documentation will be provided to meet the terms of the QIN EPA grant.

Compliance With Existing Laws

All work performed under the provisions of this agreement shall be done in compliance with Federal, State, Tribal and local laws.

Duration of Contract

This contract shall be effective on the latter date of approval by the County Commissioners, and the QIN and unless sooner terminated, as provided for herein. This contract shall terminate on December 31, 2014.

Termination of Agreement

This agreement may be terminated, at any time, by the mutual agreement of the QIN and the County. If the agreement is terminated as provided in this paragraph, it shall become wholly void and of no effect without liability to any party, except for breach of this agreement.

Liabilities


The QIN, its officers and employees, shall not be deemed to assume any liability for negligence of the County or of any officer or employee thereof, and the County shall hold QIN and its officers and employees harmless from, and shall defend the QIN and the officers and employees thereof against any claim for damages resulting therefrom.

IN WITNESS WHEREOF, the Quinault Indian Nation caused this agreement to be signed by its duly-authorized official, and the County of Jefferson by resolution of its County Commissioners, has caused these presents to be subscribed by the County Commissioners and attested by the clerk of said Commissioners, all on the day and year first above written.

Approved by the Quinault Indian Nation this 12 day of July, 2011.

ATTEST:

QUINAULT INDIAN NATION

 Secretary Latosha Underwood

Approved by the Board of County Commissioners this _____ day of _____, 2011.

BOARD OF COMMISSIONERS
JEFFERSON COUNTY

JOHN AUSTIN, Commissioner


PHIL JOHNSON, Commissioner

DAVID SULLIVAN, Commissioner

ATTEST:

Lorna Delaney
Clerk of the Board

Approved as to form only:

 9/23/2011
Jefferson Co. Prosecutor's Office