

Weed Board Revenue and Expense Detail Report - April, 2024

REVENUE:

| | | | | |
|----------------------|--------------------------------|--------------|--|---------------------|
| | USFS WBT2.2022 Title II (2022) | \$ 45,092.31 | | |
| | NCS Herbicides | \$ 138.00 | | |
| TOTAL REVENUE | | | | \$ 45,230.31 |

EXPENSES:

| | | | | |
|----------------------------|---|-------------|---------------------|---------------------|
| Personnel: | Loretta Nichols, salary, overtime + longevity | \$ 6,221.22 | | |
| | Tommy Crossman, salary | \$ 3,649.30 | | |
| | Paula Martin, salary | \$ 3,649.30 | | |
| | Casey Ball, salary | \$ 1,852.40 | | |
| | Brian Lord, wages | \$ 484.64 | \$ 15,856.86 | |
| | | | | |
| Benefits: | WA Family Medical Leave | \$ 33.55 | | |
| | Federal withholding (FICA) | \$ 1,200.24 | | |
| | Unemployment (SUTA) | \$ 11.10 | | |
| | WA State - Dept. of L&I | \$ 768.87 | | |
| | HRA VEBA | \$ 537.34 | | |
| | WA PERS 1 & 2 Retirement | \$ 1,464.97 | | |
| | HSA Deduction | \$ 17.39 | | |
| | WCIF Disability | \$ 82.46 | | |
| | PEBB 250 Medical 2023 | \$ 2,162.32 | \$ 6,278.24 | \$ 22,135.10 |
| | | | | |
| Operating Expenses: | | | | |
| | Supplies: Ace: Torxbit, fasteners, driver bit set, ratchet | \$ 72.22 | | |
| | Project supplies: March QR Code NCS Workshop | \$ 451.22 | | |
| | Fuel: February fuel | \$ 206.49 | | |
| | Prof Services: Mary Smith Weed Base 1/24 - 3/24 | \$ 437.50 | | |
| | Communications: | \$ 51.27 | | |
| | Travel: Loretta March travel/hotel Coord Conf & WAPMS; | | | |
| | Brian WSDA Testing travel, ThomurePam 1st Qtr Travel | \$ 1,737.08 | | |
| | Project Travel: NCS Workshop Usk 3/25 | \$ 92.46 | | |
| | Advertising: Annual Ad in Newport Miner | \$ 117.75 | | |
| | Project Advertising: Legal notice - herbicide bid | \$ 373.50 | | |
| | Rental: POC Fair Booth Fee | \$ 75.00 | | |
| | Rental ER&R: Feb vehicles | \$ 701.50 | | |
| | Utilities: Shop Clean up- Dump run | \$ 14.00 | | |
| | Repairs/Mx: Feb Rebuilt C11 & Maint MP25 for surplus | \$ 652.95 | | |
| | Miscellaneous: Casey Ball WSDA Pesticide Testing 5/1 | \$ 75.00 | | \$ 5,057.94 |

TOTAL EXPENSES

\$ 27,193.04

| 2024 PEND OREILLE COUNTY NOXIOUS WEED CONTROL BOARD REVENUE & EXPENSE REPORT | | | | | | | | | | | |
|--|--|--------------|---------------|--------------|--------------|--------------|------|---------------|---------------|---------|---------------|
| POC BAR CODE | | 2023 | Jan | Feb | Mar | Apr | May | YTD | 2024 Budget | % | YTD/BUDGET |
| REVENUE: Beginning Fund Balance | | | | | | | | | | | ok |
| 332.10.69.0000 | USFS - Title II (EDRR) | | | | | | | \$ - | \$ - | #DIV/0! | \$ - |
| 333.10.66.5000 | USFS - Title II (NCS) | | | | | \$ 45,092.31 | | \$ 45,092.31 | \$ 50,000.00 | 90.2% | \$ 4,907.69 |
| 333.11.43.6000 | Dept of Commerce (RCO) | | \$ 127,737.00 | | | | | \$ 127,737.00 | \$ 120,000.00 | 106.4% | \$ (7,737.00) |
| 345.16.00.0010 | USFS - Agreement | | | | | | | \$ - | \$ - | | \$ - |
| 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 | | \$ 346.79 | | | | \$ 6,981.91 | \$ 31,600.00 | 22.1% | \$ 24,618.09 |
| 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 | \$ 520.22 | | | | \$ 1,505.27 | \$ 5,000.00 | 30.1% | \$ 3,494.73 |
| 345.16.00.0100 | Title II - NCSP22 (herbicides/rentals) | | | | \$ 138.00 | | | \$ 138.00 | \$ 15,000.00 | 0.9% | \$ 14,862.00 |
| 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) | | | | | | | \$ - | \$ - | | \$ - |
| 334.03.10.0000 | DOE Grant - Pend Oreille River FLR | | | | | | | \$ - | \$ 65,000.00 | 0.0% | \$ 65,000.00 |
| 389.07.00.0000 | Refunds/Reimbursements | | | | | | | \$ - | | | \$ - |
| | TOTAL REVENUE | \$ 7,476.73 | \$ 133,381.44 | \$ 867.01 | \$ 45,230.31 | \$ - | \$ - | \$ 186,955.49 | \$ 392,600.00 | 47.6% | \$ 205,644.51 |
| EXPENSES: | | | | | | | | | | | |
| 553.60.10.0000 | Personnel: Salaries & Wages | \$ 22,185.82 | \$ 13,494.49 | \$ 13,545.54 | \$ 15,686.86 | | | \$ 64,912.71 | \$ 273,735.00 | 23.7% | \$ 208,822.29 |
| 553.60.10.8500 | Longevity | \$ 205.00 | 170.00 | 170.00 | 170.00 | | | \$ 715.00 | \$ 2,460.00 | 29.1% | \$ 1,745.00 |
| 553.60.20.0000 | Benefits | \$ 5,850.03 | 5,432.03 | 5,400.46 | 6,278.24 | | | \$ 22,960.76 | \$ 99,606.00 | 23.1% | \$ 76,645.24 |
| 553.60.31.0000 | Supplies: Office & Operating | | 173.97 | 184.06 | 72.22 | | | \$ 430.25 | \$ 11,000.00 | 3.9% | \$ 10,569.75 |
| 553.60.31.0006 | Grants and Projects Supplies | | 4,385.95 | 412.12 | 451.22 | | | \$ 5,249.29 | \$ 11,000.00 | 47.7% | \$ 5,750.71 |
| 553.60.32.0000 | Fuel | \$ 126.28 | 166.24 | | 206.49 | | | \$ 499.01 | \$ 4,000.00 | 12.5% | \$ 3,500.99 |
| 553.60.34.0006 | Herbicides for Resale | | | | | | | \$ - | \$ 30,000.00 | 0.0% | \$ 30,000.00 |
| 553.60.41.0000 | Professional Services: Office | \$ 475.00 | | | 437.50 | | | \$ 912.50 | \$ 6,000.00 | 15.2% | \$ 5,087.50 |
| 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 | 51.27 | 51.27 | | | \$ 205.07 | \$ 1,275.00 | 16.1% | \$ 1,069.93 |
| 553.60.43.0000 | Travel: Office & Operating | | 548.44 | 274.70 | 1,737.08 | | | \$ 2,560.22 | \$ 8,000.00 | 32.0% | \$ 5,439.78 |
| 553.60.43.0006 | Grants and Projects Travel | \$ 49.78 | | | 92.46 | | | \$ 142.24 | \$ 2,500.00 | 5.7% | \$ 2,357.76 |
| 553.60.44.0000 | Advertising: Office & Operating | | 350.95 | | 117.75 | | | \$ 468.70 | \$ 1,500.00 | 31.2% | \$ 1,031.30 |
| 553.60.44.0006 | Grants and Projects Adv | | | | 373.50 | | | \$ 373.50 | \$ 800.00 | 46.7% | \$ 426.50 |
| 553.60.45.0000 | Rental: Office & Operating | | | 50.00 | 75.00 | | | \$ 125.00 | \$ 115.00 | 108.7% | \$ (10.00) |
| 553.60.45.0010 | ER&R - Trucks | \$ 976.70 | 860.82 | 741.81 | 701.50 | | | \$ 3,280.83 | \$ 12,000.00 | 27.3% | \$ 8,719.17 |
| 553.60.47.0000 | Utilities | | | | 14.00 | | | \$ 14.00 | \$ - | | \$ (14.00) |
| 553.60.48.0000 | Repairs and Maintenance | \$ 1,443.54 | 612.35 | 612.35 | 652.95 | | | \$ 3,321.19 | \$ 2,500.00 | 132.8% | \$ (821.19) |
| 553.60.49.0000 | Miscellaneous | \$ 569.00 | 583.24 | | 75.00 | | | \$ 1,227.24 | \$ 3,000.00 | 40.9% | \$ 1,772.76 |
| 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 | \$ 21,442.31 | \$ 27,193.04 | \$ - | \$ - | \$ 107,397.51 | \$ 715,491.00 | 15.0% | \$ 608,093.04 |

Monthly Employee Work Report

| | | | | | | | | | |
|--|--|--------|--------------|------------------|--------|-------|------------|------------|------------|
| Employee: | Paula Martin | Month: | April 1 - 30 | Year: | 2024 | Hours | Hourly WW: | \$36.98 | |
| Projects | | | | | | Admin | Program | Percentage | Cost |
| W1 | General Landowner Assistance/Office Work | | | | | 84.00 | 7.50 | 58.84% | \$3,383.67 |
| 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, organizing and archiving documents, research and order supplies (lots and lots of toner), research Weed Board policies. Transcribe Weed Board meeting minutes. | | | | | | | | | |
| NCS (W4) | Neighborhood Cooperative Cost-Share | | | | | 1.50 | 0.96% | \$55.47 | |
| Details: NCS questions & orders, herbicide q&a answering phones | | | | | | | | | |
| FLR | Flowering Rush | | | | | 9.75 | 6.27% | \$360.56 | |
| Details: ECY tracking/billing 1st qtr 2024, RFP verifications of aquatic contractors | | | | | | | | | |
| W7 | Mandatory Control Weeds Cost-Share | | | | | 40.25 | 25.88% | \$1,488.45 | |
| Details: Input "Yes" or "No" Responses into WB. Heat Stress Training. Hazard Training | | | | | | | | | |
| FS | Forest Service Projects | | | | | 12.50 | 8.04% | \$462.25 | |
| Details: Audit 2023 and update 2024 tracking 1st qtr. | | | | | | | | | |
| All Leave & Comp hours | | | | | | | | | |
| | | | | Hour Totals | 84.00 | 71.50 | 155.50 | \$5,750.39 | |
| Vacation | | | | Percentage | 54% | 46% | 100% | | |
| Sick | | | | Leave Hours | 21 | | 11.90% | | |
| COVID | | | | Total Hours | 176.50 | | | | |
| Holiday | | | | Total Paid Hours | 176.50 | | | | |
| Personal | | | | | | | | | |
| Comp Time Used | | | | | | | | | |
| Comp time Earned | | | | | | | | | |

Monthly Employee Work Report

| | | | | | | | | | |
|---|--|--------|--------------|------------------|--------|-------|------------|------------|----------|
| Employee: | Tommy Crossman | Month: | April 1 - 30 | Year: | 2024 | Hours | Hourly WW: | \$33.87 | |
| Projects | | | | | | Admin | Program | Percentage | Cost |
| W1 | General Landowner Assistance/Office Work | | | | | | 10.5 | 6.34% | \$355.64 |
| Staff Meetings. Board Meeting. Phone Calls and Emails. Safety MTG.Took BioControl Seminar. Took Open Government Policy Seminar. Watched weed identification videos. Monthly Employee Work Report. | | | | | | | | | |
| RCO | Flowering Rush DASH | | | | | | | 0.00% | \$0.00 |
| Details: | | | | | | | | | |
| NCS (W4) | Neighborhood Cooperative Cost-Share | | | | | 61.0 | 36.86% | \$2,066.07 | |
| Details: NCS Orders - Emails and phone calls Re: Cost Share mailed form. Prep for Calibration Workshop and Workshop itself. Awarded Herbicide Bid. Order prep. Ordered NCS Herbicides from Wilbur Ellis and Nutrient Solutions. Wilbur Ellis order arrived. Phone calls and in person people for Herbicide Order. Distribution prep - wrote out all receipts | | | | | | | | | |
| W7 | Mandatory Control Weeds Cost-Share | | | | | 90.00 | 54.38% | \$3,048.30 | |
| Details: Read and signed Heat Stress Training & POC Hazard Communication Policy. Weed Base name & Adress changes. Took Delivery of T70 Truck, cleaned it out. Designed signage for trucks, gator and rental tanks. All 3 trucks have proper tailgate signage, "VEGETATION MANAGEMENT APPLICATION" and phone number. Mounted ATV strapping brackets to trailer. Mounted ATV sprayer tank and wired it and calibrated it. De-Winterized backpacks, cleaned nozzles. De-Winterized Rental tanks #1 & #2 and calibrated them. De-Winterized Gator tank. Changed oil on Gator spray motor, and motors on Rental #2 & #3. Fixed numerous leaks on Gator tank, rental tanks and water tanks. WOW policy review and changes. Went to Ace Hardware and Oreiley's Auto Parts for supplies. | | | | | | | | | |
| PUD | Box Canyon Reservoir | | | | | 4 | 2.42% | \$135.48 | |
| Surveyed Davis Creek area and Tacoma Creek South PUD properties with Syd Maurer of PUD on our new ATV | | | | | | | | | |
| All Leave & Comp hours | | | | Hour Totals | 0 | 165.5 | 165.50 | \$5,605.49 | |
| Vacation 2.5 | | | | Percentage | 0% | 100% | 100% | | |
| Sick 8 | | | | Leave Hours | 10.5 | | 5.97% | | |
| COVID 0 | | | | Total Hours | 176.00 | | | | |
| Holiday 0 | | | | Total Paid Hours | 176.00 | | | | |
| Personal 0 | | | | | | | | | |
| Comp Time Used 0 | | | | | | | | | |
| Comp time Earned 0 | | | | | | | | | |

Monthly Employee Work Report

| | | | | | | | | |
|------------------|--|--------|-------|-------|------------------|-------|------------|-------------------|
| Employee: | Casey Ball | Month: | April | Year: | 2024 | Hours | Hourly WW: | \$36.98 |
| Projects | | | | | | Admin | Program | % Cost |
| W1 | General Landowner Assistance/Office Work | | | | | 17.75 | 14 | 18.65% \$1,174.12 |
| | Details: HR onboarding, office orientation, timesheets, policy trainings, staff/board meetings, created & distributed Plant Dreams, Pull Weeds brochure & other materials, software research, department shirts, | | | | | | | |
| NCS (W4) | Neighborhood Cooperative Cost-Share | | | | | | 11.5 | 6.75% \$425.27 |
| | Details: Created NCS Report for Board & Commissioners, planning for Calibration WS, updating website for NCS program & herbicide order information. | | | | | | | |
| W5 DNR & Ecology | Flowering Rush - Box Canyon Reservoir | | | | | | 45.5 | 26.73% \$1,682.59 |
| | Details: Created Blue Books for WS & SLA, inventoried display materials, planning for Aquatic Workshop, FLR Posters, emailing list | | | | | | | |
| W7 | Mandatory Control Weeds Cost-Share | | | | | | 81.5 | 47.87% \$3,013.87 |
| | Details: Updated website with A Weed's Blog, services, events, planned outreach strategy, RFP Notice, studying for WSDA Pesticide Applicator's License, seed inventory, emailing list, POCD & Bugloss articles, NAISMA training, safety trainings, | | | | | | | |
| | | | | | Hour Totals | 17.75 | 152.5 | 170.25 |
| | All Leave | | | | Leave Hours | 5.75 | | 3.27% |
| | Vacation | | | | Total Paid Hours | 176 | | |
| | Sick | | | | Percentage | 10% | 90% | 100% |
| | COVID | | | | | | | |
| | Holiday | | | | | | | |
| | Personal | | | | | | | |
| | Exchange Used | | | | | | | |

5.75 JURY DUTY

Monthly Employee Work Report

| | | | | | | | | | |
|-----------|---|--------|-------|-------|------------------|-------|---------|------------|------------|
| Employee: | Loretta Nichols | Month: | April | Year: | 2024 | Hours | | Hourly WW: | \$60.66 |
| Projects | | | | | | Admin | Program | % | Cost |
| W1 | General Landowner Assistance/Office Work | | | | | 42.5 | 14 | 38.44% | \$3,427.29 |
| | Details: email, computer issues, time w/new staff, staff mtg, WSDA funding agremnt, SS reqst, mtg w/HR & legal, Brd mtg prep, MER, legal revw, revw vouchers, wd brd mtg, revenue rept edits, revw wow procedure, suprevisor trainings harasment, leave laws, perfom & displn, DNR & SCL risk man revw, ergo funds?, hdsht & res for WSDA agremt, revw laws, Dept hd mtg, DNR & SCL final draft approved, eye wash procedure, weed walk details & book marks, | | | | | | | | |
| NCS (W4) | Neighborhood Cooperative Cost-Share | | | | | | 25 | 17.01% | \$1,516.50 |
| | Details: calls & walk-ins, research labels, product recommendations, work flow, bid comparsion wksht, receive order & inventory, | | | | | | | | |
| DNR & DOE | Flowering Rush - Box Canyon Reservoir | | | | | | 32 | 21.77% | \$1,941.12 |
| Ecology | Details: FLR rfp letter, aquatic wrkshp, aquatic contract legal revw & edit, FLR map update, Ferry cty FLR, contracts to risk management, boat launch signs, notification prep mailing list, wkshp material, box canyon mailing list prep, post card revw, | | | | | | | | |
| W7 | Mandatory Control Weeds Cost-Share | | | | | | 33 | 22.45% | \$2,001.78 |
| | Details: process inspec notices, staff training, WSDA aquatic permit, calls, EWM private owner control options, truck hrly rates, staff calibrations, calibration wkshp, case removal, algae control options, hazard training, employee ww hrly rates, ERR call re hrly rates, new truck T-70, DOT walkin, revw laws, w base backend to Mary S, highnoon research, row program, wd base mtg w/Mary S, Weed id staff training, | | | | | | | | |
| FS | Forest Service Projects | | | | | | 0.5 | 0.34% | \$30.33 |
| | Details: edrr ?'s, contact Brandon W payment, | | | | | | | | |
| | | | | | Hour Totals | 42.5 | 104.5 | 147 | |
| | | | | | Percentage | 29% | 71% | 100% | |
| | All Leave & Comp Hours | | | | | | | | |
| | Vacation | 17.5 | | | Leave Hours | 29 | | 16.48% | |
| | Sick | 11.5 | | | Total Hours | 176 | | | |
| | COVID | 0 | | | Total Paid Hours | 176 | | | |
| | Holiday | 0 | | | | | | | |
| | Personal | 0 | | | | | | | |
| | Comp Time Used | 0 | | | | | | | |

Pend Oreille County EDRR Emergent Noxious Weed Control Program Proposal and Bid 2024



Prepared For:
Pend Oreille County Noxious
Weed Control Board

AquaTechnex,
LLC

www.aquatechnex.com

HEADQUARTERS
Bellingham, WA 98228
Local Offices
Centralia, WA
Spokane Valley, WA
Santa Ana, CA

Boise, ID
Missoula, MT
Palm Desert, CA

ATTACHMENT D1

Experience of company

Aquatechnex is a leading provider of lake and aquatic plant management services on the West Coast of the United States. The company operates from offices in Washington, Oregon, California, Utah, Idaho and Montana and is licensed additionally in Arizona. The company is considered expert in the treatment of invasive aquatic weed species and managing nutrient levels to limit toxic algae blooms that are beginning to plague the Country.



This picture was taken at LaCleda Idaho at a site we treated for Eurasian Milfoil in 2006 as part of the Bonner County \$1.9 million program we managed that year. In 2006, this area had a monoculture of Eurasian Milfoil and no sign of Flowering Rush. This picture was taken at same site in 2018 and FR is aggressively replacing milfoil

Flowering Rush is emerging as one of the more aggressive and damaging aquatic/emergent weed species in the Pacific Northwest. Aquatechnex biologists have been on the forefront of understanding and combating this noxious aquatic weed. The first known infestation of Flowering Rush in Washington State was in Silver Lake, Whatcom County. Aquatechnex biologists performed several research trial applications for the County and the Washington Department of Ecology before settling onto an approach to use Diquat herbicide in a repetitive treatment strategy.

Federal research scientists with the US Army Corps of Engineers have been studying this noxious weed and potential methods of control in the Pend Oreille System for the past 4-5 years and have selected our firm to perform all of their research scale applications of aquatic herbicides.

In 2014 our team performed a treatment protocol using Triclopyr and Sonar Aquatic herbicides to several acres in the Drift yard Region of Lake Pend Oreille. This location is at the mouth of the Clark Fork River and has an extensive infestation that is feeding the rest of the Pend Oreille system as this plant moves out of Montana and into the Columbia Basin. This treatment shows promise and after two years of monitoring saw exceptionally good control until adjacent waters contributed plants back into this system.

In 2016 our team was part of the effort to perform a series of drawdown applications in a pre-emergent scenario. These treatments showed excellent success and this protocol is becoming operational in areas where this approach can work.

In 2016 – 2023 our team worked with the Corps to perform and evaluate treatment strategies of multiple year Diquat treatments on large scale plots on Lake Pend Oreille and using Bubble Curtain technology on the Columbia River near Kennewick WA. This work shows significant promise. We will be continuing with this work in 2024.

Our team has worked on the Pend Oreille River in Pend Oreille County most years since 1988 supporting both research and operational control efforts targeting Flowering Rush and Eurasian Milfoil. We know the river very well including access sites, areas of concern such as tribal properties, boat operations on the reservoir and the status of Flowering Rush infestations on the system. Our team was the successful respondent to this mission previously and have successfully performed the identical work effort as is required here. Our company has been performing this same project every year since 2021 for Pend Oreille County.

Our UBI Number is 602-190-833 DUNS 091790217

Experience of Company Personnel

Aquatechnex biologists have been working on the Pend Oreille River most years since 1988 to combat noxious aquatic weed infestations.

Terry McNabb (WSDA License 7973) has performed a significant number of herbicide applications and managed teams focused on large scale research treatments to support new herbicide registrations as well as operations treatment programs targeting Flowering Rush and Purple Loosestrife.

Our team began working for the Pend Oreille Noxious Weed Board in the 1990's with a focus on Purple Loosestrife Control. Over the past two summers, our teams have implemented the exact same treatment program as is proposed here. As such, we know the river, the infestation, the location, and work effort necessary to effectively control these species.

Terry will be supported by biologists Bradley Roth, Ben Casscles, Zac Swank, Kyle Langan, Braden O'Neil, Scott Conrade, and Brad Bluemer. Bradley Roth manages our Spokane Valley (WA) office and facilities. Bradley Roth and Ben Casscles supervised the 2021, 2022, and 2023 projects and have a strong working

knowledge of the river's infestations, the usage of the ARC Collector app and the knowledge to safely navigate the target areas by airboat and skiff. All these team members are experienced and licensed aquatic herbicide applicators. The territory manager Bradley Roth has the WSDA license number 98831. They are also college degreed aquatic biologists with an excellent understanding of the species of concern and proper control strategies. Bradley and Ben have extensive experience treating and surveying Flowering Rush on numerous water bodies throughout the Pacific Northwest. Most notably, they completed a comprehensive survey of Lake Roosevelt for several Noxious Weed Board Groups as well as completing a 120-acre drawdown pre-emergent treatment of a large patch of Flowering Rush.

It should be noted that Aquatechnex worked for Seattle City Light under contract to perform water exchange studies using Rhodamine Dye on the Boundary Reservoir in 2022 to study potential herbicide treatments in the future.



Aquatechnex biologist launching three mapping/application boats at Riverbend area in Pend Oreille County to map and treat Flowering Rush for the County Noxious Weed Board. Our team know the river and conditions present as we have performed this work previously

Proposed Work Plan and Schedule

Our team would mobilize to the river when requested by Pend Oreille County Noxious Weed Department. We assume this will be in Late August – September but will meet the needs of the County in this regard.

Our plan would be to bring 1-2 mapping and treatment vessels. We would conduct the search of targeted plants, map each infestation found and treat the targeted species all within a one-week time frame. In the past we have been able to complete this entire treatment zone in 3-5 days using this approach. The amount of acres that you can treat per day varies by how dense that particular section of the river we are treating that day.

The work plan would be to brief the team on targets, mapping protocols, treatment protocols and the Pend Oreille River Environment. We would assign each crew a section of river each day to inspect and target these noxious weed species. The teams would deploy to the river access sites, travel those sections of river, and perform the treatments as target plants are found.

Utilize ArcOnline and Collector App

The County is requested that the applicator utilize ARCGIS Collector for this mission. Aquatechnex has had an ArcOnline account for about 10 years and has considerable experience with the Collector App. This system allows us to use your forms and maps and update them without the need to transfer Shapefiles.

Our equipment to utilize Collector will be the Trimble TDC600 data logging receiver. This system has submeter accuracy, GNSS accuracy is often better than submeter because of the capability to utilize both US and other positioning system satellites.



Our team members have extensive experience using ArcOnline and both Collector and TerraFlex programs for mapping invasive aquatic weeds. Our Trimble Units have submeter accuracy and are built for this type of mission.

We will not have a learning curve to support this part of the project.

This experience with both the software and hardware set you are requesting should streamline this job and ensure accuracy.

A couple of examples of similar work can be viewed on our ArcOnline portal.

- Chelan County Noxious Weed Board. We surveyed about 100 miles of shoreline for Eurasian Milfoil and Curly Leaf Pondweed for the Weed Board. We also discovered one site with Flowering Rush present submerged near Entiat. The map link is <https://arcg.is/1T89eW1>
[Contact: Julie Sanderson – \(509\) 667 – 6550 \(Email: julie.sanderson@co.chelan.wa.us\)](mailto:julie.sanderson@co.chelan.wa.us)

- Grant County PUD 2011 Aquatic Invasive Species Survey of the Columbia River for Relicensing compliance. We surveyed approximately 100 miles of the river in two pools. GeoEngineers was the prime contractor for relicensing compliance. Aquatechnex performed survey work, collected GPS data for identified species of concern and processed the data to create the maps. The map link is <https://arcg.is/0GWCqn>
- Okanogan Conservation District Aquatic Noxious Weed Survey 2014. We mapped several lakes and river systems for noxious aquatic species. This included boat mapping using GPS, processing data and creating online maps and publishing the maps in ArcOnline. Contact: Larry Hudson - (509) 422-7167 (Email: lhudson@co.okanogan.wa.us) The map link is <https://arcg.is/D4bWf>
- Lake Roosevelt Pre-Emergent Treatments and Comprehensive Survey. In 2023 our team worked for the Colville Tribe with support from the Ferry County Noxious Weed Control Board and technical assistance from the Washington Department of Natural Resources and Washington Department of Agriculture to perform 120 acres of pre-emergent flowering rush treatment via UTV and backpack sprayer on the Columbia River in Lake Roosevelt. A UTV equipped with a boom sprayer was loaded onto the WADNR transport barge at seven bays and mobilized across the reservoir. During this project our team learned a lot about the logistics of tackling large-scale pre-emergent contracts. Later in the season we also performed a comprehensive flowering rush survey from Kettle Falls to the Grand Coulee dam. This included performing an Aerial Shoreline Analysis (ASA) via plane to look for hotspots then circumnavigation of 257 miles of shoreline ground truthing points using tremble teraflex GPS. Tyrone Rock, Soil Conservationist, Bureau of Indian Affairs – Phone: 509-634-2242, Tyrone.Rock@bia.gov

Treatment of Flowering Rush

The airboat/treatment vessels will be staffed with WSDA Licensed Aquatic Applicators expert in the detection and treatment of Flowering Rush, Purple Loosestrife and Yellow Flag Iris. Each vessel will contain a tank with a hose reel and handgun sprayer to effectively treat with herbicide concentration levels lethal to Flowering Rush, Yellow Flag Iris, and Purple Loosestrife. Each treatment vessel has easy on, and off foot access and will carry spill containment equipment to contend with any possible spills that may occur. The boats will travel the assigned shorelines each day, locate any target plants within County assigned treatment zones, treat them with this mixture of herbicide and map the location and species targeted using DGPS data loggers on the County requested collector app.

At the end of each day, the team would debrief, update the maps on areas covered, download and store GPS/GIS data and determine how best to cover the remaining zones. PAR's will be filled out and sent to Pend Oreille County after each day of treatment.

Our primary WSDA license number is 7973, each of the applicators listed above have individual licenses as well.

Our company has unparalleled experience performing in water flowering rush treatments on the Pend Oreille System.

- In 2013 we performed a Sonar/Triclopyr treatment for the US Army Corps of Engineers in the Drift yard area of the Clark Fork Delta. This involved making applications, collecting pre and post treatment data and reporting it to the Corps research lead.

- In 2016 we participated in a drawdown application research trial on Lake Pend Oreille targeting flowering rush with a number of different herbicide technologies, provided post treatment evaluation and aerial imaging.
- In 2017-2018 we performed 2 20 acre treatment applications each summer targeting Flowering Rush as part of the Corps Study with Diquat herbicide with exceptional results year of treatment and good carry over into the following year. A video of one of these applications is available on our Vimeo Site, <https://vimeo.com/228923624>
- In the summers of 2018-2019 and 2020 we developed a bubble curtain treatment program, offered that idea to the Corps Research Program, and participated in field testing this technology with Rhodamine WT dye and then Diquat herbicide. A video produced by the Corps program showing our boat performing that work can be seen on their YouTube Channel at <https://youtu.be/fDWChNwJMIM>. Work for the Army Corps was continued on test plots from 2021 – 2023 in the Columbia River near the Tri-Cities. We will continue this work in 2024.
- Army Corps Contacts: Kurt Getsinger - (601) 634-2498 (Email: kurt.d.getsinger@erdc.usace.army.mil) Bradley Sartain – Email: Bradley.T.Sartain@erdc.dren.mil

On completion of coverage of all zones assigned by the County, the team would demobilize from the area. After demobilization, our supervisor of the project will debrief Pend Oreille County NWB on details of the treatment and survey.

Working Over Water Safety Policy Plan

All personnel will be wearing PFDs while on the treatment/survey boat at all times. There will always be two staff members from Aquatechnex working on each boat deployed. Biologists will be equipped with satellite phones while we are working in the remote areas of the reservoir without service. Our boats are well maintained, and regularly inspected, which decreases the likelihood of breaking down on the water.

Anticipated Costs

The proposed costs for this project would be as follows:

Daily Deployment Costs:

- Mobilization fee for team deployment to and from Pend Oreille County per day, \$250.00

Labor/Herbicide Costs for Different Treatment Options:

- Daily costs for airboat/treatment vessel with spray equipment, herbicide and adjuvant, licensed personnel and DGPS mapping equipment for shoreline survey and treatment is \$895.00 per day, for emergent treatment of Loosestrife/Flowering Rush/Yellow Flag Iris.
- If treatment of submerged Flowering Rush is desired, treatment costs will be \$275.00 per acre with Diquat herbicide. There is no daily charge for the boat, applicator and equipment when treating submerged vegetation (the daily mobilization charge would still be assessed to have our team mobilize each day)
- Provide boat and captain for Boundary Reservoir for two week period, \$120.00 per hour. Overnight would be \$150.00 per diem if necessary. We can mobilize daily from Spokane if necessary.

History of penalties

Aquatechnex has no history of penalties associated with our work to manage lake and aquatic plant systems.

Small and minority business.

Aquatechnex meets the definition of a small business at both the State and Federal Level. Aquatechnex does not meet the criteria to claim minority business status.

2024

AQUATIC WEED SOLUTIONS



PEND OREILLE RIVER PROPOSAL
PEND OREILLE RIVER PROPOSAL
mlawrence@aquaticweedsolutions.com
mlawrence@aquaticweedsolutions.com
7/1/2024

ATTACHMENT D2

AWS Company

Aquatic Weed Solutions Inc. (AWS) is a family owned and operated business based out of Sandpoint, ID that has a combined 31 years of experience working with aquatic invasive species. Before the start of the company in January of 2016, the AWS staff was part of the Idaho Department of Agriculture's invasive species program and worked for and alongside licensed herbicide applicators in the north Idaho area.

As part of the Idaho Department of Agriculture (IDA) these staff members were responsible for all aquatic invasive weed surveys north of the salmon river which included: pre and post surveys of all herbicides and other treatments. This experience has given us hands-on knowledge of what works. Our systems have been designed to maximize safety and efficiency. We offer an array of services that include but are not limited to, full lake management plans, consultation services, aquatic plant survey, herbicide application, diver assisted suction harvesting (DASH), and bottom barriers.

AWS currently treats approximately 90 customers and over 750 acres a year with herbicides. This year our treatments range from .25acres to 75acres. We also spend hundreds of hours performing suction harvesting treatments and laying bottom barriers in all different types of water.

DUNS Number: 064576223

UBI Number: 604 136 606

1) AWS Personnel and Experience

Mat Lawrence (CEO, Project Manager)

Over 16 years of aquatic plant management experience. 3 years of experience working for Clean Lakes INC. on Lake Pend Oreille herbicide treatments in 2007 and 2008 and as a subcontractor in 2016. 4 years of experience with Idaho department of Agriculture as an Invasive species technician working under the supervision of Tom Woolf. 7 years of experience running Aquatic Weed Solutions. State of Idaho Professional licensed applicator (57145), State of Washington Professional licensed applicator (94396) Osha 40 Certified, Safeland Certified, State of Idaho and Washington boater safety course completed.

Brandon Lawrence (Field Manager)

14 years of aquatic plant management experience. 3 years of experience working for Clean Lakes INC. on Lake Pend Oreille herbicide treatments in 2007 and 2008 and as a subcontractor in 2016. 2 years of experience with Idaho department of Agriculture as an Invasive species technician working under the supervision of Tom Woolf. 7 years of experience working for aquatic weed solutions. State of Idaho Professional Licensed applicator (57144) Osha 40 Certified, Safeland Certified, State of Idaho and Washington boater safety course completed, NAUI Scuba certified.

Stefan Buratto (Field Technician)

7 years of experience working for Aquatic Weed Solutions. Osha 40 Certified and State of Idaho boater safety course.

Glenn Edwards (Field Technician)

A diver from Australia with over 32 years of diving experience. Over 18 years experience diving for invasive species in the state of Idaho. Over 17 years experience in diver dredge operations, bottom barriers, plant identification specializing in Flowering rush, Eurasian watermilfoil, hydrilla, and curly leaf pond weed. CPR and first aid certified.

2) AWS Proposal

1. Aquatic Weed Solutions (AWS), if selected, will provide a full survey of treatment area with GPS data points, lines, and/or polygons of discovered flowering rush, purple loosestrife, and yellow flag iris, along with suggested treatment plan. AWS has experience using the county ARCGIS online account and collector app; both will be utilized during the duration of this project.
2. AWS herbicide delivery system, the ultimate herbicide application solution (UHAS), uses the latest technology to achieve the most accurate application possible. Our software uses GPS technology combined with a gyro system linked to our pump to ensure all applications are made exactly where the client desires. Our pumps have 3 levels of accuracy control: a variable frequency drive or (VFD), flow meter, and a manual valve regulator. Our UHAS allows for consistent herbicide application, eliminating human error and allowing for precision unachievable by traditional application methods. Our fully customized treatment boats ensure 100% spill protection, and we will always have a spill kit and containment means onsite of all applications. A Pesticide Application Record (PAR) will be delivered in a timely manner upon completion of the project.

WSDA commercial applicators license number: 57145

3. To guarantee complete flowering rush removal, AWS will utilize diver assisted suction harvesting (DASH) and/or bottom barriers. AWS offers suction removal that captures and removes aquatic plant material and root crowns from both deep open-

water lake systems and shallow river systems. AWS always has dredge equipment available. This equipment contains the appropriate hose lengths, adequate boats, and platforms for our operation in water depths ranging from 1 to 30 feet. AWS will use the appropriate equipment and technique to capture plant biomass, ensuring invasive plant material is not released back into the water, AWS utilizes top of the line platform separators to ensure plant fragments will not make it back into the water. All appropriate reporting will be completed while removing biomass. We will conduct all diving activities during the optimal time factoring in flows, plant growth, and when the contracts allow us to dive.

4. AWS will provide a boat with easy on and off foot access, all safety and spill containment equipment, and captain for river shoreline access in the Boundary Reservoir for a 2-week period.

3) AWS Cost and Schedule

1. Surveying will be billed at \$270 an hour.
2. Diver Suction Harvesting is \$270 an hour. The estimate for Boundary Reach is 150 hours at \$270 for a total of \$40,500. The estimate for Box Canyon is 600 hours for a total of \$162,000. Work to occur after May 1st and with the river under 50,000 cfs and end before they drop Lake Pend Oreille around the end of September beginning of October.
3. Laying bottom barriers is \$270 an hour excluding the cost of fabric. Bottom barrier fabric costs: Triclopyr is \$400 an acre, Diquat \$350 an acre.
4. 2,4D Herbicide treatment \$350 an acre.
5. Day rate for dry ground: Glyphosate treatments are \$1,600 a day. A two-man team with a boat estimated at 5 days for a total cost of \$8,000.
6. \$225 an hour for a boat and captain for any needs.

*Any additional products not listed will be quoted upon request.

4) Working over water safety plan

For a dive we start with checking the weather to make sure the conditions are safe. Before we enter the water, we start with a full system check and we fill out a job safety analysis taking note of any obstructions or potential hazards that may cause complications during the dive such as boat traffic or pilings and prepare accordingly

always avoiding obstructions and confined spaces. On our diving boats we check the air intake, filter, air hoses, reserve tank, communications, and respirators to make sure they are in good working condition and clear of any obstructions or debris. Once we have checked the system, We use bouys and dive flags to effectively inform any boats and swimmers to keep wide of the area, in high traffic areas we will use postings as well as additional personnel and boats to keep the dive area clear of unnessecary boat traffic. Once in the water we use an appropriate hose attached to pump to suck up weeds which are collected in a metal cage wrapped in a mesh barrier and removed by the worker on the boat and put in bins. The pump also runs an air compressor that is connected to a reserve air tank with an air hose and respirator. Every boat is also equipped with two emergency dive bottles, one that is always with the divers and another on the boat for the deck hand to use in case of a rescue situation. In case of an emergency all crews are equipped with a first aid kit as well as a Garmin inreach to ensure service and alert 911 as soon as possible and allows a helicopter to find them in remote areas if necessary. All employees are first aid certified.

We spend the first few weeks at the beginning of summer focusing on swim areas and high traffic areas such as boat ramps and dock slips. We do this early on because there is less traffic and use of the areas early on allows us to work more effectively, safely, and with less outside interference. It also lowers the amount of biomass removed allowing us to stay on the water longer without having to dump the invasive plants in the designated area allowing for more efficiency. We revisit those sites through out the summer to make sure no fragments from outside the treatmnet area have taken hold. We take safety very seriously, our number one priority will always be getting employees home safely.

5) Acres per day

This is a very environmentally dictated question, In order to do a thorough job removing the entire plant we have to factor in all parts of the equation (water clarity, plant density, depth, flow, weather, recreational activity, how established the plant is and many other factors) the point I'm trying to make it is it can vary from 100 acres a day to under 1 acre per day. There isn't another company out there that does as thorough job as we do faster, I will guarantee that.

6) Penalties

AWS has no history of any penalties.

7) Debarment certification from SAM.gov

AWS is good standing with SAM and eligible for contracts.

AWS Closing Statement

AWS has been highly successful treating flowering rush in the Pend Oreille Lake and river system. We also have a great deal of experience with the flowering rush along Box Canyon. With our experience, personnel, and equipment, paired with our long standing relationship with the Kalispel tribe's flowering rush removal projects we believe we are the best choice for this project. Thank you for your time and consideration.

Lake Defense Force
bid for
2024 Pend Orielle River Flowing Rush Early Detection and
Rapid Response Project in the Box Canyon Reach and
Seattle City Light Flowering Rush Removal and Boat Service
for Shoreline Noxious Weed Survey in the Boundary Reach

Prepared By: Jay O'Neal
Lake Defense Force
10457 8th Ave SW, Seattle, WA 98146
jay@lakedefenseforce.com
206-640-5584 | www.lakedefenseforce.com

| | |
|--|---|
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| City of Kenmore | 3 |
| Snohomish County | 4 |
| Lake Chelan | 5 |
| Stimson Marina | 5 |
| Seattle Yacht Club | 6 |
| Proposed Work Plan and Schedule | 6 |
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Previous Experience

Lake Defense is pleased to submit a bid to perform diver assisted suction harvesting (DASH) on Flowering Rush in the Pend Orielle River. Founded more than a decade ago, with deep experience in DASH, we are the leading Company in the Pacific Northwest for this service.

Our UBI number is 604888247-001-0001 and our UEI is KUHSZXLV73F5.

Some of our past customers include:

City of Kenmore - The City of Kenmore, situated NW of Seattle, operates three public access sites on Lake Washington and Sammamish River. Through their Integrated Aquatic Vegetation Management Plan, the City identified that diver assisted suction harvesting and hand removal were the most advantageous ways to address the noxious weeds that covered the approximately 5 acres. The Lake Defense Force bid, and won, this work two years in a row and cleared the noxious weeds for the City, as well as trimmed native plants along the Sammamish River outlet.

Lake Defense Force removed weeds over 10 days and pulled approximately 2,500 lbs of biomass from the water. The Company removed Eurasian milfoil, white stem pondweed, fragrant water lilies, Brazilian elodea, and curly leaf pondweed. Notably, the Company was able to work around submerged items like fishing hooks and old line. Our divers identified native plants off boat ramps and trimmed them back by hand for the City. This method is ideal as it ensures clear boating and swimming areas while promoting native habitats.

As part of our work, we did wash downs and walk arounds of our boat before starting, and completed disinfecting procedures when completing each day and pulling our boat out of the water. Below is a screen shot of our final report that we provided to the City of Kenmore. Total Price was \$43,078.92.

Log Boom Park

As this is our second year servicing this area, we were able to compare plant growth from 2022 to 2023.

We still found Eurasian Milfoil (Purple on Map), and it was concentrated around the beach this year. We believe the growth is larger than expected due to the beach being under construction at the beginning of last year, so when we serviced in 2022, many of the plants were still dormant and didn't have a chance to fully grow – where we could perform DASH effectively.

In line with last year, we still found the native species Potamogeton Praelongus, white stem pondweed. It was sparser around the pier than last year, however. Plants still reached just below the surface in most locations. We trimmed as part of our maintenance, but regrowth is likely to occur in the next couple of months.

Fragrant water lilies were still present in the stretch between the beach and the pier. The substrate consists of mainly soft mud and rotted wood, where lilies can flourish. Unfortunately, we didn't have enough time allotted to completely clear this area.

Brazilian Elodea (blue) was still sparse, scattered around the end of the pier.

Curly leaf pondweed was scattered



Silver Lake

Each year, Whatcom County contracts with us to remove flowering rush from Silver Lake, their lake located 40 miles east of Bellingham, near the community of Maple Falls.

For 3 days, we remove flowering rush for them, with a focus on removing the whole plant to prevent regrowth. We use one of our DASH systems and remove 35-40 bags a day of flowering rush. We bag plants immediately and use a partner system to reduce spread and increase efficiency. Below are some photos from our work.



Snohomish County

Snohomish County maintains four lakes for public use – Lake Roseiger, Lake Goodwin, Lake Shoecraft, and Gissberg Twin. Lake Defense Force won a competitive bid in 2023 to provide aquatic surveys, hand removal, and diver assisted suction harvest for these lakes for the next three years – based on our successful work for the County the preceding two years.

The Company provided aquatic surveys using a pair of divers with aquatic scooters along the littoral zones. We looked for milfoil infestations, and noted invasive plants for the County through ArcGIS. We also removed the plants we found by hand, and saw year over year decreases in persistent invasive weeds.

For the diver assisted suction harvesting, through our aquatic surveys we identified thick patches of milfoil that required the more efficient method. From there, we deployed our 32ft pontoon boat with Keene gold dredge to remove the milfoil. We were accompanied by the County staff throughout our time and educated residents as we worked. Through our work, the lakes have seen year over year decline in milfoil growth.

We followed our outlined procedures for washing and disinfecting gear each dive day, and worked with County staff on disinfecting their boat that we used through the course of our work. Divers are trained on what invasive weeds look like, and can pick them off easily at the end of each day.

The County gave us a 3 year contract to continue this work based on our quality. In 2023, our total project invoice was \$69,069.82.

Lake Chelan

Lake Chelan completed a survey along their littoral zones and found Eurasian milfoil concentrated in the south ends. Phil Long hired Lake Defense Force to demonstrate the effectiveness of diver assisted suction harvesting at two locations on the north bank and the south bank. Over a week long period, Lake Defense Force cleared more than an acre of Eurasian Milfoil for the community.

Through this work, we also identified native plants and marked their locations on overhead maps. We encountered native snail and fish population as well. We transported biomass to off site compost areas, and disinfected our boats as we left the infested areas each day. Divers would swim around the boat and tenders would police call the deck to ensure all invasive weeds were off before we moved.

Total cost for this project was \$24,599.92.

Stimson Marina

Stimson Marina is Seattle's largest covered freshwater marina, with 200 slips on the western part of Lake Union. Each year, the marina has persistent Eurasian milfoil growth in its slips and waterways. Lake Defense Force has served this customer for 4+ years, reducing the plant growth each year through DASH. The team follows safety protocol when boats are moving around them, and proactively communicate with personnel onsite our plan each day.

Each year, Lake Defense Force does 10 days of work for the marina, 3-4 at the beginning of the season, and then maintenance days throughout the summer for the most impactful approach. As the lake has many invasive species and is used heavily, we have not found many native plants doing this work.

Total price for this project was \$43,520.

Seattle Yacht Club

Seattle Yacht Club has 134 boat slips and over 5,000 members. Each year they host Opening Day, which draws more than 20,000 people. Also each year, they contract with Lake Defense Force for their hand removal and diver assisted suction harvesting needs. We've consistently provided great services between their piers and into customer slips.

As the marina is close to a long shallow littoral zone, we pull Eurasian milfoil and curly leaf pond weed here. We start with a first visit of 4-5 days, then come back monthly for a one day maintenance visit. In 2023, we pulled over 60 bags of biomass out of the lake. The club intends to continue contracting with us in 2024.

Total price for this project in 2023 was \$28,288.

Proposed Work Plan and Schedule

Lake Defense Force proposes to start this work around **June 24th, 2024**. This is when we anticipate Flowering Rush will present itself. We would dedicate a crew and boat to this work, so would work continuously throughout the time allotted.

Anticipated Cost

Our all in cost is **\$21,780 per acre**. This includes deployment, per diem, boat and pump, disposal, and dive gear.

Acres / Day

As diver assisted suction harvest is a manual process, it takes us about **8.5 days** to complete an acre. This assumes the flowering rush is thick throughout the area and every square foot needs to be addressed.

History of Penalties

Lake Defense Force has never been penalized by Dept of Fish and Wildlife, Washington Dept of Ecology, or any other government organization, federal or state.

Appendix 1: Working Over Water Policy

Introduction

Employees engaged in activities that involve working over or near bodies of water must adhere to strict safety measures to minimize the risk of drowning or water-related injuries. This policy outlines the essential safety protocols and equipment requirements for divers and employees working in such environments.

Safety Equipment

Life Jackets and Buoyant Work Vests

1. Usage: All employees working over or near water where there is a risk of drowning must always wear U.S. Coast Guard-approved life jackets or buoyant work vests.
2. Inspection: These safety devices must be inspected for defects before and after each use. The inspection should ensure that:
 - The material is intact without tears, punctures, or excessive wear.
 - The buoyancy is sufficient and hasn't been compromised.
 - All straps, buckles, and fastenings are secure and functioning properly.
3. Defective Units: Any life jacket or buoyant work vest that shows signs of wear or damage must be immediately removed from service and replaced. Employees should report any defects to their supervisor for prompt replacement.

Emergency Rescue Equipment

1. Ring Buoys: Ring buoys with at least 90 feet of line must be readily available for emergency rescue operations. The distance between ring buoys should not exceed 200 feet along the work area.
 - Placement: Ring buoys should be placed in easily accessible locations, and all employees should be made aware of their positions.
 - Inspection: Ring buoys must be regularly inspected to ensure they are in good condition and that lines are free from tangles or other obstructions.
2. Lifesaving Skiff: At least one lifesaving skiff must be immediately available at any location where employees are working over or adjacent to water.
 - Staffing: The skiff must always be manned by a trained and qualified operator during work hours.
 - Equipment: The skiff should be equipped with life-saving gear, such as rescue ropes, flotation devices, and first-aid supplies.

Emergency Procedures

1. Rescue Drills: Regular rescue drills must be conducted to ensure employees are familiar with emergency procedures and the use of rescue equipment.
2. Communication: Clear communication channels must be established for reporting emergencies. All employees should know how to use communication devices to alert supervisors or emergency responders.
3. Response Time: Emergency responses must be immediate. Employees must know the location of emergency rescue equipment and understand how to use it effectively.

Training and Competency

1. Employee Training: All employees working over or near water must receive training on safety protocols, use of life jackets, buoyant work vests, and emergency rescue equipment.
2. Certification: Employees operating lifesaving skiffs must be certified and have adequate training in water safety, boat handling, and emergency response.
3. Continuous Education: Regular refresher training sessions should be held to ensure ongoing competency and familiarity with safety equipment and emergency procedures.

Compliance and Enforcement

1. Supervision: Supervisors must always ensure compliance with this policy. Regular safety checks and inspections should be conducted to maintain safety standards.
2. Reporting: Any violations of this policy must be reported immediately to ensure corrective action is taken. Employees are encouraged to report unsafe conditions without fear of retaliation.
3. Accountability: Non-compliance with this policy may result in disciplinary action, including suspension or termination, depending on the severity of the violation.

Appendix 2: Current Debarment Certificate



LAKE DEFENSE FORCE CORP

| | | |
|--|---|--|
| Unique Entity ID KUHSZXLV73F5 | CAGE / NCAGE 9TR45 | Purpose of Registration All Awards |
| Registration Status Active Registration | Expiration Date Feb 28, 2025 | |
| Physical Address 10457 8TH AVE SW Seattle, Washington 98146-1405 United States | Mailing Address 10457 8TH AVE SW Seattle, Washington 98146-1405 United States | |

Business Information

| | | |
|--|---|-----------------------------------|
| Doing Business as (blank) | Division Name (blank) | Division Number (blank) |
| Congressional District Washington 07 | State / Country of Incorporation Washington / United States | URL (blank) |

Registration Dates

| | | |
|---------------------------------------|--|--|
| Activation Date Mar 4, 2024 | Submission Date Feb 29, 2024 | Initial Registration Date Feb 29, 2024 |
|---------------------------------------|--|--|

Entity Dates

| | |
|--|---|
| Entity Start Date Mar 15, 2022 | Fiscal Year End Close Date Dec 31 |
|--|---|

Immediate Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Highest Level Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Apr 29, 2024 05:58:28 PM GMT
<https://sam.gov/entity/KUHSZXLV73F5/coreData?status=null>

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Profit Structure

For Profit Organization

Entity Type

Business or Organization

Organization Factors

(blank)

Socio-Economic Types

Minority-Owned Business

Self Certified Small Disadvantaged Business

Veteran-Owned Business

Black American Owned

Service-Disabled Veteran-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

9TR45

Electronic Funds Transfer

Account Type

Checking

Routing Number

*****24

Lock Box Number

(blank)

Financial Institution

BANK OF AMERICA, N.A. (SFNB)

Account Number

*****28

Automated Clearing House

Phone (U.S.)

8004321000

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)

Remittance Address

LAKE DEFENSE FORCE CORP

10457 8TH AVE SW

Seattle, Washington 98146

United States

Taxpayer Information

EIN

*****1653

Type of Tax

Applicable Federal Tax

Taxpayer Name

LAKE DEFENSE FORCE CORP

Tax Year (Most Recent Tax Year)

2023

Name/Title of Individual Executing Consent

President

TIN Consent Date

Feb 29, 2024

Address

10457 8TH AVE SW

Seattle, Washington 98146

Signature

JOHN JAY ONEAL JR

Points of Contact

Accounts Receivable POC



JOHN ONEAL
JAY@LAKEDEFENSEFORCE.COM
2066405584

Electronic Business



JOHN ONEAL
JAY@LAKEDEFENSEFORCE.COM
2066405584

10457 8TH AVE SW
Seattle, Washington 98146
United States

Government Business



JOHN ONEAL
JAY@LAKEDEFENSEFORCE.COM
2066405584

10457 8TH AVE SW
Seattle, Washington 98146
United States

Service Classifications

NAICS Codes

| Primary | NAICS Codes | NAICS Title |
|---------|-------------|---|
| Yes | 562998 | All Other Miscellaneous Waste Management Services |
| | 562910 | Remediation Services |

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

| Annual Receipts (in accordance with 13 CFR 121) | Number of Employees (in accordance with 13 CFR 121) |
|---|---|
| \$55,000.00 | 12 |

Location

| Annual Receipts (in accordance with 13 CFR 121) | Number of Employees (in accordance with 13 CFR 121) |
|---|---|
| (blank) | (blank) |

Industry-Specific

| Barrels Capacity | Megawatt Hours | Total Assets |
|------------------|----------------|--------------|
| (blank) | (blank) | (blank) |

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

| | |
|----------------|---------|
| Bonding Levels | Dollars |
| (blank) | (blank) |

| States | Counties | Metropolitan Statistical Areas |
|-------------------------------|----------|--------------------------------|
| Idaho Oregon Washington | (blank) | (blank) |



LAKED-1

OP ID: GB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---------------------|--|
| PRODUCER Accessible Marine Insurance 1145 Allen Toussaint Blvd New Orleans, LA 70124 Eric S. Green | 504-486-5411 | CONTACT NAME: Eric S. Green PHONE (A/C, No, Ext): 504-486-5411 E-MAIL ADDRESS: eric@ami-ins.com FAX (A/C, No): 504-482-1475 |
| INSURED Lake Defense Force Corporation Jay O'Neal 6348 6th Ave South Seattle, WA 98108 | | INSURER(S) AFFORDING COVERAGE INSURER A: StarNet Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| | | NAIC # 40045 |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | X | BOUM-A-23-4915 | 05/18/2023 | 05/18/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Hull & Machinery | | | BOUM-A-23-4915 | 05/18/2023 | 05/18/2024 | Hull As Agreed |
| A | Protection & Indem | | | BOUM-A-23-4915 | 05/18/2023 | 05/18/2024 | P&I 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

| | |
|----------------|--|
| WASHI06 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Gail L Boudreaux</i> |

Terms/Conditions applicable to MGL/Hull/P&I:

General Conditions

Special Conditions Endorsement.

Blanket Additional Assured / Loss Payee / Waiver of Subrogation Clauses.

Blanket Primary / Non-Contributory Endorsement.

Combined Single Limit Endorsement (applicable to section II and III)

AIMU Extended Radioactive Contamination Exclusion Clause.

AIMU Chemical, Biological, Bio-Chemical, & Electromagnetic Exclusion

AIMU U.S. Economic and Trade Sanctions Clause.

AIMU Cyber Exclusion Clause.

AIMU Communicable Disease Exclusion

Oil Pollution Act Disclaimer Endorsement

Punitive Damages Exclusion

Terrorism Exclusion and Marine Buyback Endorsement.

TRIA Exclusion Endorsement

LIMITS AND DEDUCTIBLE ARE INCLUSIVE OF DEFENSE COSTS INCLUDING LEGAL FEES AND EXPENSES.

Terms/Conditions applicable to Hull & Machinery:

Hull & Machinery, Including Collision Liability

Coverage is extended to include Theft and Vandalism & Malicious Mischief

American Institute Hull Clauses (June 2, 1977)

Deliberate Damage Clause

SR&CC Clause

Terms/Conditions applicable to P&I:

Protection & Indemnity SP-23 Form (rev January 1956).

Crew Exclusion Endorsement

Collision Liability Clause.

Contractual Liability Endorsement.

Terms/Conditions applicable to Marine General Liability:

Marine General Liability Coverage Form.

Special Conditions Endorsement for Diving Contractors (maximum allowable diving depth - 30ft.)

Employers Liability (Stop Gap) Endorsement

Action Over Indemnity Buy Back

Sudden & Accidental Pollution

Employee Benefits Liability

In Rem Endorsement.

Warranted:

Sub-Contractor Certificate Warranty.

Lift Capacity Warranty.

This certificate of insurance neither affirmatively nor negatively alters, amends, or extends the coverage afforded by Policy(ies) issued by the Insurer(s) listed on this certificate.

Aquatic Harvester's
PO Box 386, Ione WA 99139

April, 23 , 2024

Subject: Open Request for Statements of Proposal and Project Bid for the 2024 Pend Oreille River Flowering Rush Early Detection and Rapid Response Project in the Box Canyon Reach and Seattle City Light Flowering Rush Removal and Boat Service for Shoreline Noxious Weed Survey in the Boundary Reach.

Submitted: Porters Plaza Inc.

DBA: Aquatic Harvester's

103 N 2nd Ave, Ione, WA 99139

POC:

Stewart Porter, CEO (210) 379-6119, email: sportergrp@gmail.com

Cesilie Carlton Project Manager 210) 589-1197, email: cesiliedive@yahoo.com

Jason Carlton, Project Manager (210) 589-1537, email: jasonwcarlton@gmail.com

Proposal/Cost:

- Aquatic Harvester's has the ability to simultaneously operate two boat platforms equipped with DASH systems.
- We hereby propose to provide 2 person boat teams, where necessary, where divers will employ removal techniques that will result in complete removal of Flowering Rush/invasive plants without spreading fragments or seeds, as well as complete removal of root systems.
- Aquatic Harvester's will survey a section of river each day to inspect, target and remove the Flowering Rush (FLR). The boat teams would deploy to the river access sites, travel those sections of river, and perform the treatments/removal of target plants.

- DASH services will be billed at the rate of \$300.00 per hour, per boat with a Boat Captain and one (1) diver. Our schedule will commence on the first possible date as designated by the project coordinator and will continue until all funding for the season is expended, or until the anticipated end date of September 25th is reached. A normal daily work schedule constitutes 8-10 hours work per day. Aquatic Harvester's will work 5-7 days a week depending on weather/recreational waterway activity. The company has the ability to increase hours operations with added crews.
- Each day a total harvest weight will be reported for all the sites covered for that day, per harvest platform.
- Pend Oreille County requests that the contractor use ARCGIS Collector for this mission. Aquatic Harvesters crews are experienced users of ARCGIS. Aquatic Harvester's will establish an ArcOnline account. This system will allow the use of County forms and maps without the need to electronically transfer files.
- Aquatic Harvester's maintains working over water safety policy, standard operating procedures.

Seattle City Light Project in the Boundary Reach:

The Boundary Reach Project is estimated at \$43,200. Current data indicates a requirement one boat and crew for a total of 18 work days, working 8 hours per day.

Box Canyon Reach Project:

The Box Canyon Reach project is estimated \$192,000. Current data indicates a requirement for two boats crew for 40 work days, working 8 hours per day to cover the 140 miles of the project. Or 1 boat and crew for a total of 80 days, working 8 hours per day.

Miscellaneous:

- Surveying - Billed at \$250 an hour, boat captain and boat.
- Diver suction Harvesting/hand pulling - \$300 an hour. Boat, Captain and 1 diver.
- Additional products not listed will be quoted upon request.

Provide a boat and Captain, with easy on and off foot access for the Boundary Reservoir Survey.

Hourly rates for the boat captain and boat will be billed at a rate of \$250 per hour.

Our rate encompasses all expenses.

Summary:

- Aquatic Harvester's had four seasons Harvesting experience on the Pend Oreille River and successfully executed Pend Oreille County Weed Board contract the 2022 and 2023 season.
- Aquatic Harvester's ability to simultaneously operate two boat platforms equipped with DASH systems would increase the scale of harvest per day and lower the harvest time for the short harvest season. In short the system allows us to harvest more plants in a shorter time period. 2022/2023 experienced crews are poised to return if awarded 2024 contracts.
- Evacuation of plant material from the water via the DASH system into onion bags contained inside a 1/8" steel mesh box as a plant collection bin to eliminate spillage to mitigate the risk of plant particle spillage back into the waterway Crew (Boat Captain and Diver) and platform cost \$300 an hour.
- Aquatic Harvesters crews are experienced users of ARCGIS.
- The cost per acre of removal is dependent on plant density, water conditions/depth. It is impossible to assign a dollar cost per acre using the DASH system until after the job is completed.
- Seattle City light in Boundary Reach Project, cost estimated \$43,200.
- Box Canyon Reach, cost estimated \$192,000.
- Aquatic Harvester's is open to a multi year contracts with an annual cost of living adjustment calculated in at the beginning of the next year season.
- Aquatic Harvester's has over 30 years of diving experience and four (4) seasons experience on the Pend Oreille River invasive plant removal using Diver suction Harvesting/hand pulling.
- Aquatic Harvester's is a disabled veteran, family owned, local business and that will employ locals residents as a result of awarded contracts.
- Management are experienced business owners, diving operators, and are SCUBA certified. They are trained in invasive plant removal/equipment and experienced equipment operators, equating to efficient and effective operations.

- Our equipment is functional and enhances operational safety for crews with increased productivity.
- Aquatic Harvester's has no History of Penalties.
- Aquatic Harvesters is licensed and Insured per Pend Oreille County requirements.
- Aquatic Harvesters will provide a written After Action Report for submission to the Weed board summarizing the data and observations from each project.
- Aquatic Harvester's maintains working over water safety policy, standard operating procedures.
- Current debarment certification from SAM.gov attached.
- Aquatic Harvesters Insurance policy # 793-01-19-75-0001, Insurance Contact: Ashleigh J Mire, Broker 208-263-0888 (office) 208-290-6608 (cell). Email: ashleigh@theinsuranceshopusa.com

Washington Unified Business Number: 602124769

EIN: 91-2127811

Our Unique Entity ID: X7H1SKXVMT45

CAGE code: 1XUA7

Company Experience:

Porters Plaza Inc., DBA: Aquatic Harvester's, is a locally owned, disabled veteran small business. The company owners have been in business for over 30 years in Pend Oreille County, specializing in retail sales, real estate sales, property management, and construction. The company is registered, licensed, insured, and operates from offices in Ione, Washington and San Antonio, Texas. The company owners have advanced training and skills in the aquatic and dive operations required to accomplish the requirements of this proposal. The longevity of company operations demonstrates stability and solid operational management.

As resident business owners in Ione, WA our company is intimately aware of, familiar with, and affected by the ravages of the aggressive and damaging Flowering Rush invasion of the Pend Oreille River and surrounding waterways. We have a vested interest in stopping the infestation

of this invasive plant while at the same time offering employment opportunities to local residents.

Statement of Qualifications/Experience of Company Personnel :

Aquatic Harvester's owners have lived and conducted business in the Pend Oreille River region for over 30 years, realizing first-hand the negative impact of this vegetative invasion and its negative consequences to our waterway and way of life.

Stewart Porter, CEO, is a PADI certified Master Diver, Rescue, and Open Water Diver having performed a hundreds of deep water diving and oceanic dive operations encompassing 30 years experience throughout his military and civilian careers. He holds both a Masters Degree and Baccalaureate Degree and owns and operates several successful small businesses in both Washington and Texas. Aquatic Harvester's executed a Pend Oreille County contract for the Weed Board 2022 season, weed removal in the Pend Oreille river.

Jason Carlton, Project Manager, is a PADI certified Open Water Diver, Certified Underwater Theatre Diver, and is Deep Water Rescue trained, with over eight years experience in dive operations and in working in an underwater environment. Mr. Carlton worked the Pend Oreille River, milfoil and Flowering Rush removal operation for seasons 2020, 2021, 2022, and 2023. He is familiar with dive operations, tracking, and removal of the Flowering Rush, and Milfoil throughout the Pend Oreille River and the Boundary Dam area. During this work period he used the county DASH system and is trained in the operation of equipment and harvesting methods. As such, he knows the river, lakes, the infestation, the locations, and the work effort necessary to effectively control these species.

Cesilie Carlton, Project Manager, is a PADI Certified Open Water Diver and Certified Underwater Theatre Diver and is Deep Water Rescue trained with over 8 years of scuba experience in dive operations and working in an underwater environment. She worked the Pend Oreille River Flowering Rush removal operation for the 2022/2023 seasons. Our company is familiar with the challenging bathymetry, the accessible boat launches, and the various hazards associated with working the littoral zones on this river with its dramatic seasonal, depth, and

flow variations. She is familiar with dive operations, tracking, and removal of the Flowering Rush, and Milfoil throughout the Pend Oreille River and the Boundary Dam area. During this work period she used the county DASH system and is trained in the operation of equipment and harvesting methods. As such, she knows the river, lakes, the infestation, the locations, and the work effort necessary to effectively control these species.

Aquatic Harvester's employs a filtered air system for diver(s) that will meet grade E air standards for compressed air. This will ensure diver safety by providing filtered clean air to the diver(s) and thereby increasing productivity and lowering harvesting costs. Additionally, the system will allow harvesting operations to continue in the event of unfavorable air quality conditions (smoke from forest fires) to keep pace with the short harvesting season. Aquatic Harvesters has two platforms, in Ione. These platforms are capable of supporting two separate harvesting operations, simultaneously which will increase the scale of harvesting per day. In short, the system allows us to harvest more plants in a shorter time period during the harvest season. The full face mask system in which our divers use, increases diver visibility, reduces fatigue, and enhances diver safety. We have added a pulley system to aide in removal of bags to from collection tank. This aides in relieving risk of injury to deck hand. It also allows us to add more weight to our collection bags, which in turn increases productivity per hour.

Because the flowering rush bulbuls can be as small as a 1/4 " in diameter, plant material is evacuated from the water via the DASH system into onion bags which are contained inside a 1/8" steel mesh box as a plant collection bin .This helps to eliminate spillage and mitigates the risk of plant particulates inadvertently falling back into the waterway. The system enables the boat drivers to focus on diver safety, and directing the divers to the areas in the river that have plant infestations. With this extra barrier of safety, we can focus on our divers in the water.

If selected, Aquatic Harvester's will provide a full survey of treatment area with GPS data points of discovered Flowering Rush infestations.

Aquatic Harvester's personnel are trained on, and will use the County ARCGIS online account and Collector app, if available, to get the data to the county. Our goal would be to get the project done at the optimal times for treatment or suction harvesting from May/June through September depending upon weather and water conditions. We will be ready for a rapid response if necessary to mobilize and do what is required to control or eliminate any threat.

Aquatic Harvesters

Title: Health and Safety Plan for Underwater Divers Removing Noxious Weeds

Introduction:

This health and safety plan is designed to ensure the safety and well-being of scuba divers involved in the removal of noxious weeds underwater. The plan takes into account the challenging bathymetry, accessible boat launches, and the various hazards associated with working in the littoral zones of the river, including seasonal depth and flow variations.

Personnel:

- Stewart Porter (CEO): As a PADI certified Master Diver, Rescue, and Open Water Diver with over 30 years of experience in deep water diving and oceanic dive operations, Stewart Porter will oversee safety operations.
- Jason Carlton (Project Manager): Jason Carlton, a PADI certified Open Water Diver, Certified Underwater Theatre Diver, and Deep Water Rescue trained, brings over eight years of experience in dive operations and working in an underwater environment.
- Cesilie Carlton (Project Manager): Cesilie Carlton, a PADI Certified Open Water Diver and Certified Underwater Theatre Diver, and Deep Water Rescue trained, has over eight years of scuba experience in dive operations and working in an underwater environment.

Training:

All divers involved in the weed removal will have received specialized training in underwater weed removal techniques and be experienced in working in similar environments. Aquatic Harvesters ensures that all personnel receive regular training updates. All personnel are trained in CPR, basic airway clearing, and stopping bleeding.

Personal Protective Equipment (PPE):

- **Wet Suits:** Divers will wear appropriate wet suits to protect themselves from cold water temperatures and potential scrapes or cuts.
- **Dive Masks:** Each diver should have a properly fitting dive mask to facilitate communication and visibility underwater.
- **Fins and Gloves:** Divers should wear fins and gloves suitable for the task to enhance mobility and protect against potential hazards.

Dive Equipment:

- **Aquatic Harvesting Equipment:** Aquatic Harvesters will provide specialized equipment for effective and safe weed removal without spreading fragments or seeds.
- **Regulators and Air Supply Lines:** Only well-maintained and regularly serviced regulators and continuous long-line air supply systems meeting grade E air standards for compressed air should be used to ensure a continuous and safe air supply.

Dive Planning:

- **Dive Briefings:** Prior to each dive, a detailed dive briefing should be conducted, highlighting the objectives, entry and exit points, communication signals, and emergency procedures. The two-person boat teams should coordinate closely during the planning stage.
- **Dive Limits:** Dives should not exceed the planned maximum depth of 30 feet. No safety stops and decompression are required if the divers stay in water depths of 30 feet or less.

Emergency Procedures:

- **Communication:** Divers must establish clear communication signals and understand emergency hand signals before entering the water. The two-person boat teams should maintain constant communication during operations.
- **Emergency Equipment:** Each diver should carry an emergency whistle and a cutting tool for entanglement situations. Additionally, Aquatic Harvesters should ensure that the boat teams have access to emergency first aid kits and oxygen supplies.
- **Emergency Action Plan:** A detailed emergency action plan should be in place, including procedures for diver separation, lost divers, equipment malfunctions, and medical emergencies. All divers and boat teams must be familiar with these procedures. In the event of an accident or dive emergency, teams will contact local EMS to assist and transport anyone in need of medical assistance.

Environmental Considerations:

- **Environmental Assessment:** Prior to each dive, an assessment of the dive site should be conducted to identify potential hazards, such as sharp objects, entanglement risks, or marine life. The two-person boat teams should be

aware of the specific environmental conditions and adapt their operations accordingly.

- **Marine Life Interaction:** Divers should avoid direct contact with marine life, especially venomous or protected species.
- **Safe Weed Removal Techniques:** Aquatic Harvesters divers must employ approved techniques and tools for removing noxious weeds without causing damage to the underwater environment. The complete removal of root systems should be ensured.

Entry and Exit Procedures:

- **Boat Teams:** The two-person boat teams will enter and exit the water from the designated boat launches or suitable access points. Proper procedures should be followed to ensure safe and controlled entries and exits.
- **Surface Support:** A dedicated surface support team should be present to assist the boat teams during entry and exit, ensuring their safety and providing immediate assistance if needed.

Regular Safety Reviews:

Regular safety reviews should be conducted to evaluate the effectiveness of the health and safety plan. Any incidents or near misses should be documented and used as an opportunity for improvement.

Emergency Action Plan:

Aquatic Harvesters has developed a detailed emergency action plan to address various potential emergencies that may occur during underwater operations. The following procedures should

be followed in the event of diver disorientation, lost divers, equipment malfunctions, and medical emergencies:

Diver Separation:

- If divers become disoriented underwater, they should follow the agreed-upon procedure of ascending slowly to the surface while conducting a safety stop if applicable.
- Once at the surface, divers should make themselves visible by raising their arms and signaling to the surface support team.
- The surface support team will promptly initiate a search and rescue procedure, following established protocols to locate and retrieve the diver if required.

Lost Divers:

- In the event that a diver goes missing and cannot be located underwater:
- The surface support team will immediately initiate a search and rescue procedure, following established protocols.
- The boat operator will notify local authorities and request assistance if necessary.
- The surface support team will maintain communication with the missing diver's deck hand and gather any relevant information that may aid in the search.
- All other ongoing diving operations will be temporarily suspended until the missing diver is found or rescue operations are concluded.
-

Equipment Malfunctions:

- If a diver experiences equipment malfunctions underwater:
- The diver should first attempt to resolve the issue using established troubleshooting techniques or redundant equipment.
- If the issue cannot be resolved, the diver should signal to their buddy and immediately begin a controlled ascent to the surface while conducting a safety stop if applicable.
- The surface support team will assist the diver upon reaching the surface, providing necessary aid and assessing the equipment for repair or replacement.
- Diving operations will be temporarily suspended until the issue is resolved and the affected equipment is deemed safe for use.

Medical Emergencies:

- In the event of a medical emergency underwater:
- The affected diver's buddy should first assess the situation and initiate appropriate emergency procedures, such as providing first aid or administering oxygen if trained to do so.
- The buddy will signal to the surface support team for immediate assistance.
- The surface support team will assist in bringing the affected diver to the surface and providing necessary medical aid based on the severity of the situation.
- The boat operator will contact local emergency medical services (EMS) and provide them with the necessary information and location for a prompt response.
- Other diving operations may be suspended or modified as required to prioritize the safety and well-being of the affected diver.
-

It is crucial that all personnel involved in underwater operations are familiar with this emergency action plan and regularly trained on the procedures outlined above. Aquatic Harvesters will conduct regular drills and exercises to ensure that everyone understands their roles and responsibilities in emergency situations.

Note: This emergency action plan should be reviewed and updated periodically to incorporate any lessons learned from incidents or near misses.

LIABILITY COVERAGE PART DECLARATIONS

This policy consists of the following coverages for which a limit of insurance is indicated. Where "NOT COVERED" is shown, there is no coverage. [Aquatic Harvester's](#)

Limits of Insurance

| | | |
|---|-------------|---|
| Policy Aggregate Limit | \$2,000,000 | |
| Commercial General Liability Coverage Part | | |
| Each Occurrence Limit | \$1,000,000 | |
| General Aggregate Limit | \$2,000,000 | |
| (other than Products/Completed Operations) | | |
| Products/Completed Operations Aggregate Limit | \$2,000,000 | |
| Personal and Advertising Injury Limit | \$1,000,000 | Any One Person or Organization |
| Damage to Premises Rented to You Limit | \$50,000 | Any One Premise |
| Medical Expenses Limit | \$5,000 | Any One Person |
| Contractors Environmental Liability Coverage Part | | |
| Contractors Pollution Liability | \$1,000,000 | Each Pollution Condition |
| Transportation Pollution Liability | \$1,000,000 | Each Pollution Condition |
| Non-Owned Disposal Site Liability | \$1,000,000 | Each Pollution Condition |
| Short-Term Environmental Premises Liability | Not Covered | |
| Professional Services Liability Coverage Part | | |
| Professional Services Liability | \$1,000,000 | Each Professional Services Wrongful Act |

Deductibles

| | | |
|---|-------------|--------------------------|
| Commercial General Liability Coverage Part | \$2,500 | Each Occurrence |
| Contractors Environmental Liability Coverage Part | | |
| Contractors Pollution Liability | \$2,500 | Each Pollution Condition |
| Transportation Pollution Liability | \$5,000 | Each Pollution Condition |
| Non-Owned Disposal Site Liability | \$5,000 | Each Pollution Condition |
| Short-Term Environmental Premises Liability | Not Covered | |
| Professional Services Liability Coverage Part | | |
| Professional Services Liability | \$2,500 | Each Claim |

Coverage Retroactive Date(s)

This policy consists of the following coverages for which a Retroactive Date may be applicable.
If Not Covered is shown, no Retroactive Date applies.

| | |
|---|---------------|
| Contractors Environmental Liability Coverage Part | |
| Non-Owned Disposal Site Liability | June 15, 2022 |
| Professional Services Liability Coverage Part | |
| Professional Services Liability | June 15, 2022 |

PEND OREILLE COUNTY
NEWPORT, WASHINGTON

RESOLUTION NO. 2020- 72

ADOPTION OF COUNTY POLICY REGARDING TRAVEL

WHEREAS, the Pend Oreille County Board of Commissioners wishes to establish policies and procedures related to travel and reimbursement for eligible expenses incurred in the conduct of official county business to comply with RCW 36.17.031 and RCW 42.24.090; and

WHEREAS, a travel and expense reimbursement policy increases internal control; and

WHEREAS, a travel and expense reimbursement policy establishes appropriate methods for reimbursement of expenses incurred by County employees, elected and appointed officials, volunteers and members of boards and commissions.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Pend Oreille County Board of Commissioners that the Travel Policy, which is attached policy hereto and incorporated herein, be established and adopted.

ADOPTED this 24 day of August, 2020.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

ATTEST:

Crystal Zieske
Crystal Zieske, Clerk of the Board

Mike Manus
Mike Manus, Chair

Steve Kiss
Steve Kiss, Vice Chair

Karen Skoog
Karen Skoog, Commissioner

PEND OREILLE COUNTY

TRAVEL POLICY

PURPOSE:

It is the policy of the County to support travel and training expenditures as necessary for the effective delivery of services and accomplishment of department goals and objectives. Additionally, an investment in employee training and development is necessary to ensure that staff at all levels remain current in the knowledge, skill and abilities required of their positions. Budget proposals and expenditures for travel and training expenditures will be considered in the context of competing demands for expenditures in other areas including personnel and equipment, capital improvements, etc.

This policy addresses expenses and reimbursement of general travel expenses incurred in the conduct of official county business; general travel and travel for training purposes including professional conferences, association meetings and seminars.

POLICY:

It is the policy of Pend Oreille County to provide compensation for business related expenses. Employees are reimbursed for authorized travel expenses incurred on official business. Out-of-county and out-of-state travel must be authorized by the Elected Official/Department Head, unless otherwise defined within this policy.

Before placing an employee in travel status, the Elected Official/Department Head is to determine for each occurrence whether it is more economical or advantageous to reimburse the employee for meals and/or lodging, or to require the employee to return to the official station or official residence daily or on weekends.

PROCEDURE:

A. Authorized persons for travel and reimbursements:

1. County employees and elected officials.
2. Volunteers, if authorized by appropriate Elected Official/Department Head.
3. Appointed members of special county boards and commissions must be authorized by Board of County Commissioners (BOCC).

B. Reimbursements for employee paid or Purchase Card Use for Payment of Authorized Travel Expenses:

Approval, **itemized receipts, agenda itinerary and proof of car insurance** are required when reimbursement for employee paid and/or purchase card payments are used for the following

- 1 Registration, course fees
- 2 Lodging
- 3 All approved meals Continental breakfasts (pastries/bread/muffins, beverages and fruit) do not meet the criteria for a breakfast meal
Receipts not required for meal per diem (non-purchase card use) unless required by specific grants or funding sources.
- 4 Transportation costs (parking, tolls, taxi etc)

Travelers must submit a properly completed Travel Expense Voucher Form (See APPENDIX A attached) along with all supporting travel documentation and receipts for any **regular county business travel within forty-five (45) days of travel completion**

C Non-reimbursable expenses include but are not limited to

- 1 Alcohol
- 2 Entertainment, i.e. movies, radio, etc
- 3 Laundry services
- 4 Personal items
- 5 Valet services
- 6 Fines, forfeitures, tickets or penalties
- 7 Long distance phone calls from hotel rooms
- 8 Expenses incurred by a spouse, family member, or other person not authorized under this policy
- 9 Travel Insurance
- 10 Theft or loss of personal items while traveling

*NOTE *When travel expense reimbursement is designated by or through another federal, state, or county agency by law or grant, if possible, the employee shall submit all appropriate supporting documentation for that reimbursement directly to the entity and shall not be reimbursed by the county*

D Transportation

Mileage reimbursement is based on the most current published State of Washington travel per diem rates or as adopted by the Board of County Commissioners for use of personal vehicles. Mileage reimbursement shall be based upon travel from, or return to, an employee's official workstation or established place of residence whichever is closer to the traveled location. Proof of insurance is required for any mileage request. Reimbursement for mileage for travel by county officials and employees between their usual place of residence and their usual place of work shall be prohibited.

When using personal vehicle, employee's automobile insurance is the primary carrier. Pend Oreille County does not insure private vehicles. Employees and volunteers who use their personal vehicle on County business are recommended to notify their insurance carriers of the business use.

Airline reservations should be made early to obtain the best rate available. The County will pay for coach seats. Any upgrades are the responsibility of the employee. Receipts and/or boarding passes must be presented as receipts for payment of charges. The County will pay for the cost of one checked bag.

If a rental car is necessary and authorized in advance by the Elected Official/Department Head, the most economical model should be selected. Receipts are required for payment of reservations and charges for rental cars, including fuel purchased. Rental vehicles, when possible, should be refueled prior to returning to the rental agency to ensure the most economic use. The County has insurance coverage. Additional coverage offered by the rental company should be declined. Only county employees on county business are covered by County insurance. Non-county employees are not covered.

E Meals

Per diem meal reimbursement or credit card payments for meals shall be paid at the following rate:

| | |
|-----------|------|
| Breakfast | \$15 |
| Lunch | \$15 |
| Dinner | \$30 |

Meal allowances cover the basic cost of a meal, any applicable sales tax, and any customary tip or gratuity.

1 Out-of-County Travel Meals

The amount of per diem authorized is determined on a per meal basis dependent on the departure time from Pend Oreille County, and the arrival time on return to Pend Oreille County. Employees will receive reimbursement for breakfast if their travel period began prior to 7 AM, for lunch if travel period extended after 12 PM, and for dinner if their travel period extends after 6:30 PM.

- a Snacks served on airlines and continental breakfasts, as defined, will not reduce the per diem.
- b Per diem amounts will not be allowed when meals are provided through conference registration, seminars, motel/hotel registration, etc.
- c Single day travel meals are not reimbursable.

2. If meals are reimbursable by an outside agency but are reimbursed at a lesser rate than Pend Oreille County rates, employees may claim reimbursement from the County. However, employees are required to obtain reimbursement directly from outside agency and reimburse the County within 10 business days.

F. Lodging:

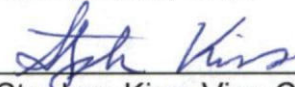
The actual cost of lodging at the government, conference or most cost-effective rate (reasonable and prudent) will be reimbursed with receipt required. The location must be more than fifty (50) miles from the regular work site.

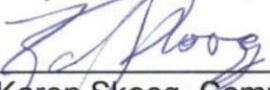
1. Exceptions (must be pre-approved by Elected Official/Department Head prior to stay):
 - a. When the overnight stay is more economical to the county.
 - b. To avoid having employee drive back and forth for back-to-back, late night and/or early morning official county business.
 - c. The health and safety of employee is considered advantageous to the County and can be used to justify an overnight stay.
 - d. Compliance with the Americans with Disabilities Act (ADA) is considered advantageous to the County and can be used to justify an overnight stay.

Signed this 24 day of August, 2020.

PEND OREILLE COUNTY
BOARD OF COMMISSIONERS


Mike Manus, Chair


Stephen Kiss, Vice-Chair


Karen Skoog, Commissioner

APPENDIX A – TRAVEL EXPENSE VOUCHER EXAMPLE

2020 (revised) Pend Oreille County Travel Voucher - Effective January 1, 2019

| DEPARTMENT NAME: | | CLAIMANT: | | VENDOR NUMBER: | | FUND NUMBER: | | BARS # BUDGET # | | GRANT CODE: | | WARRANT # | |
|--|------------------|-----------|-------------------|----------------|-----------|--|-------------|-----------------|--|--------------|-------|-----------------|-----------|
| DATE | Trip Information | | | | | | | | Personal Motor Vehicle | | | PURPOSE OF TRIP | |
| | Starting | | Ending | | Meals | | | Meals | Receipt attached | Miles | Rate | | Mileage |
| | Destination | Time | Destination | Time | Breakfast | Lunch | Dinner | Total | Lodging | Driven | | | Allowance |
| | | | | | | | | \$0.00 | | | 0.575 | \$0.00 | |
| | | | | | | | | \$0.00 | | | 0.575 | \$0.00 | |
| | | | | | | | | \$0.00 | | | 0.575 | \$0.00 | |
| | | | | | | | | \$0.00 | | | 0.575 | \$0.00 | |
| | | | | | | | | \$0.00 | | | 0.575 | \$0.00 | |
| | | | | | | | | \$0.00 | | | 0.575 | \$0.00 | |
| | | | | | | | | \$0.00 | | | 0.575 | \$0.00 | |
| | | | | | | | | \$0.00 | | | 0.575 | \$0.00 | |
| | | | | | | | | \$0.00 | | | 0.575 | \$0.00 | |
| | | | | | | | | \$0.00 | | | 0.575 | \$0.00 | |
| | | | | | | | | \$0.00 | | | 0.575 | \$0.00 | |
| TOTALS | | | | | | | | Meals Total | Lodging Total | Miles Driven | | Mileage Total | |
| | | | | | | | | \$0.00 | \$0.00 | 0.00 | | \$0.00 | |
| Breakfast \$15, Lunch \$15, Dinner \$30 | | | | | | | | | | | | | |
| <p>Meals for single day travel are not reimbursable. Employees will receive reimbursement for breakfast if their travel period began prior to 7 AM; for lunch if travel period extended after 12 PM; and for dinner if their travel period extended after 6:30 PM. When registration has been paid that includes meals, the employee will not be eligible for reimbursement, unless it is a continental breakfast or reception. <u>Itinerary of the event must be attached when requesting ANY TRAVEL REIMBURSEMENTS.</u></p> | | | | | | | | | | | | | |
| <p>IMPORTANT: If you are requesting mileage, "PROOF OF INSURANCE" is required. A copy of your Auto Insurance card is required to be attached to each travel voucher you turn in.</p> | | | | | | | | | | | | | |
| PARKING; TOLLS; TAXI; ETC / OTHER TRAVEL EXPENDITURES AS PER RECEIPT ATTACHED | | | | | | | | | | | | | |
| DATE | PAID TO | | BARS # / Budget # | | Amount | | Description | | Please note: Please only use "Other Expenditures Section" when it pertains to your travel. Any General Expenditures, SUPPLIES ETC. please use a Regular Voucher, as you do for any other expense. Please attach your receipts. | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof. | | | | | | | | | | | | | |
| Claim certified as correct: | | | | | | | | | | | | | |
| Signature of Claimant | | | | Date | | Elected Official/Department Head Signature | | | | Date | | Checked by | |
| TOTAL | | | | | | | | | | | | \$0.00 | |

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USE OF COUNTY AND PERSONAL VEHICLES ON COUNTY BUSINESS

POLICY 170

1. PURPOSE

- To provide uniform and consistent criteria/guidelines for the use of County vehicles or personal vehicles while on County business;
- To ensure County vehicles are operated consistent with risk management standards, and;
- To ensure County vehicles are used only while in the course of doing County business, and in accordance with their intended use.

*Note: This policy does not address regulations related to reimbursement for travel or training. Those rules are contained in the County's Travel Reimbursement procedure.

2. APPLICABILITY

This policy applies to the use of all County owned vehicles, leased, rented or on loan from another entity and the use of personal vehicles for County business by all County Officials, employees, and volunteers.

3. GENERAL POLICIES

3.1 Authorized Operators

Except as specifically provided for in this policy, only County officials and County employees shall be authorized to operate a County vehicle.

3.2 Safety

In all cases, operators are expected to use County vehicles in a safe and prudent manner. Vehicles may be used only when in safe operating condition. All operators shall have received and be current in a County approved safe driver training, emergency vehicle operation training, or defensive driver training. All employees shall complete safe driver training at least every three years. Emergency vehicle operation training or other driver training for fully commissioned Sheriff's personnel shall be completed as determined by the Sheriff. Employees requiring CDL shall complete other training as required by law and determined by the County Official.

3.3 Limitation on Personal Use

County vehicles shall be used only in the scope and course of County business. County Officials and employees may not use County vehicles for personal matters (including

transport of children to school or daycare facilities) except under one of the following conditions:

- a. Travel to an eating establishment when an employee is on County business, in a location where driving to switch to a personal vehicle would result in an extra and unnecessary expenditure of County time and money, or is operating a vehicle assigned to him/her pursuant to section 3.8.
- b. Travel to and from the employee's residence if authorized pursuant to Section 3.8 or 3.9 of this policy; or
- c. Limited and incidental personal use, with *de minimis* cost, such as driving to eating establishments while traveling or at conferences or traveling to events and emergencies.

Pend Oreille County maintains a "no deviation" policy. County Officials, employees and volunteers who use County vehicles for purposes outside this policy are not considered "at work" and any injuries resulting from accidents during such times are not subject to compensation including workers compensation.

3.4 Passengers

Only individuals directly engaged in activities which are associated with official County business may ride as passengers in a County vehicle. With permission of the County Official, a spouse may ride with an employee to or from a conference in a County vehicle. No animals may be transported unless they are official K-9 unit animals or animals being transported as part of the animal control program.

3.5 Driving of County Vehicles by Volunteers Restricted

Volunteers are allowed to drive County vehicles only under the following conditions and circumstances. If a County Official believes it is necessary to permit a volunteer to drive a County vehicle, they must demonstrate all of the following:

- a. County employees are either unavailable or unable to drive the vehicle;
- b. Volunteers approved to drive County vehicles comply with all requirements of this policy, and
- c. The volunteer is currently and properly registered with the County and have completed the County's driver safety program.

The County Official may require additional information and documentation as necessary to minimize risk and to assure the safety of volunteers, County employees, and the public.

Certain volunteers listed in Appendix A may operate County vehicles with permission of the County Official if they comply with all requirements of this policy.

3.6 Use of Personal Vehicle on County Business

- a. Personal vehicle use for County business is subject to this policy.

- b. Personal vehicles shall not be used on County business unless prior approval from the County Official has been granted.
- c. Drivers who routinely use their personal vehicle on County business shall provide, upon the request of the Human Resources Office or the County Official, proof of liability insurance.
- d. Mileage reimbursement for business use of a personal vehicle contains compensation for fuel, insurance coverage, vehicle depreciation, and vehicle maintenance. The employee's automobile insurance is the primary carrier. Pend Oreille County does not insure private vehicles. Employees and volunteers who use their personal vehicle on County business are recommended to notify their insurance carrier of the business use.

3.7 Collisions/Accidents

All motor vehicle collisions involving County vehicles or private vehicles being operated on County business shall be reported and investigated in accordance with adopted policies and procedures.

3.8 Criteria for Personal Assigned County Vehicles

Upon written request of the County Official, the Board of Commissioners, or their designee, may approve assignment of a motor vehicle to an employee who is on 24-hour call and routinely responds to emergencies outside regular business hours and a significant distance from their regular duty station. Employees residing outside Pend Oreille County will not be assigned County vehicles. In addition to those individually approved by the Board, employee classifications authorized to be assigned County vehicles are contained in Appendix A.

Unless exempted by federal law, the use of assigned County vehicles for daily travel between a residence and duty station shall be treated as a taxable benefit. For additional information see the Auditor's policy regarding taxable benefits.

3.9 County Vehicles to be Stored on County Property

Except as noted below, all County vehicles shall be stored on County property unless permission is obtained from the County Official. Exceptions:

- a. County vehicles assigned to employees in accordance with section 3.8.
- b. Employee must commence a trip prior to or complete a trip after regular County business hours.
- c. Construction vehicles parked at work sites or other locations during the duration of a project.
- d. County vehicles parked at businesses for repairs or maintenance.

3.10 Use of Tobacco, Alcohol, and/or Drugs in County Vehicles

In addition to complying with Pend Oreille County's Smoking and Drug-Free Workplace Policies, County employees or volunteers shall not smoke or use tobacco products in County

vehicles nor drive a County vehicle or personal vehicle on County business under the influence of any alcohol or drugs.

If alcohol or drug use or impairment is demonstrated to be a contributing factor in a motor vehicle collision or violation, such use or impairment shall be grounds for separate disciplinary action up to and including termination of employment.

3.11 Seat Belts

All drivers and passengers in County vehicles or operating or riding in private vehicles on County business must wear a seat belt in accordance with the law.

3.12 Use of Cell Phones/Two-way Radio's While Driving

Employees and volunteers operating County vehicles or driving personal vehicles on County business shall not use cellular phones while the vehicle is moving unless such use is an emergency or the cell phone is equipped with "hands free" capability.

Employees and volunteers operating County vehicles or driving personal vehicles on County business shall not text on their cell phones or any other electronic equipment while the vehicle is moving.

Employees and volunteers should recognize the increased risk with the use of cellular phones and/or two-way radios while operating moving equipment. Employees and volunteers are responsible for the safe operation of the vehicle, which they are driving even when they are using either a cellular phone or a two-way radio under this policy.

3.13 Employees/Volunteers Responsible for Fines

Employees/volunteers will be personally responsible for any fines related to the violation of any traffic laws.

3.14 Safety Equipment

Each County motor vehicle will have, at a minimum, the following equipment:

- a. First aid kit
- b. Fire extinguisher
- c. Vehicle accident check list envelope

3.15 Fuel

County vehicles will be fueled at County-provided facilities whenever practical. Prior to traveling outside the County, drivers of County vehicles will obtain gas credit cards maintained by ER&R and will purchase fuel using those cards. Other means of purchasing fuel, including County or private credit cards (i.e., Visa or MasterCard); will be used only if

fueling stations representing County gas cards are not available. Visa or MasterCard will not be used to purchase fuel as a matter of convenience. All fuel receipts should include drivers name, date, time, odometer reading, vehicle number and amount of fuel purchased.

3.16 Failure to Comply

Failure to comply with the provisions of this policy will result in suspension of driving privileges for County vehicles. Failure to comply may also result in discipline up to and including termination of employment.

4. RESPONSIBILITIES

4.1 County Official

County Officials shall ensure the following:

- a. Overall use of County vehicles is conducted in as cost effective and energy efficient manner as practical.
- b. Employees are properly informed and trained regarding the requirements of this policy, the safe and legal use of County vehicles, and the proper procedures for reporting accidents and equipment deficiencies.
- c. County vehicles assigned to each department are maintained in good, safe and clean operating condition. Vehicles must receive regularly scheduled maintenance services as provided for by ER&R and/or an accepted vehicle maintenance service.
- d. Motor vehicle collisions involving County vehicles or private vehicles on County business are properly reported and investigated.
- e. A person who is not qualified to operate a vehicle has not been granted an accommodation for driving, or who's driving record shows unsatisfactory driving performance shall not be considered for employment in positions that require driving.
- f. Only employees and volunteers authorized by policy and meeting vehicle operator requirements may operate County vehicles or drive on County business.

4.2 Vehicle Operators

The Vehicle Operator shall ensure the following:

- a. Perform a general inspection of the vehicle per the safety checklist as provided by Risk Management and/or posted in the vehicle.
- b. Promptly report any equipment problems, deficiencies or failures to the employee's supervisor and ER&R or responsible maintenance organization.
- c. Operate their vehicles in a safe, legal, courteous, and defensive manner, including obeying speed limits and proper use of seat belts or other vehicle safety restraints as required by law. Operators will not use obscene or other

gestures; overuse the vehicle horn, or other behavior which may cause others to become enraged.

- d. Possess a current and valid driver's license, including a commercial driver's license where appropriate to the job classification. The employee will immediately report any suspension, revocation, expiration or other loss of a valid operator's license to their supervisor.
- e. Are aware they are subject to a driving history record review. Drivers must have a driving history record which demonstrates their ability and willingness to drive in a safe and legal manner.
- f. Are aware they are subject to a physical examination and driving test for employees in designated classifications.
- g. Complete a Pend Oreille County sponsored driver safety training course within ninety (90) days of hiring and at least once every three years thereafter. Additional or more frequent training may be required by the County Official.
- h. Take adequate precautions to protect the vehicle from damage or theft.
- i. Promptly report any motor vehicle collisions to the employee's supervisor, County Official, RM, and proper law enforcement agency using the proper reporting forms.
- k. Be personally responsible for any fines related to traffic violations while operating the vehicle. Any such infractions shall be immediately reported by the employee to the employee's supervisor.
- l. Any defects or safety problems should be reported to the employee's supervisor. The vehicle should not be driven if operational or safety problems are found.

4.3 Risk Management (RM)

Risk Management is responsible to:

- a. Investigate all reported motor vehicle collisions, damage and thefts pursuant to basic risk management practices and principles.
- b. Provide and administer at least semi-annual safe driving training programs for County employees.
- c. Provide a safety checklist for the performance of a general vehicle inspection.
- d. Make available to appointing authorities a list of drivers who, per the guidelines of this policy, have completed required training.
- e. Notify appointing authorities of drivers who have violated this policy or who no longer are qualified to drive County vehicles.

4.4 Equipment Rental and Replacement (ER&R)

The supervisor and personnel assigned to ER&R are responsible to:

- a. Maintain and repair designated County vehicles pursuant to an adopted vehicle maintenance schedule.
- b. Provide basic safety supplies to be kept in each County vehicle.

- c. Not release any vehicle from maintenance with a known safety defect.
- d. Issue and replace fuel system cards and fuel credit cards.

5. DRIVING RECORDS

Employees and/or volunteers required to drive on County business, whether in a private vehicle or County owned vehicle, must possess a valid driver's license and must comply with any license restrictions. Employees and/or volunteers, who drive on County business may at any time, have their driving record and license status checked by the County. The County monitors driving records as a component of risk management.

Employees/volunteers whose driving records indicate criminal traffic violations within the last five (5) years, or more than two moving infractions within the last three (3) years or criteria as listed below may be disqualified from driving on behalf of the County and applicants for positions that include driving as an essential job function may not be considered for employment. Additional circumstances which may result in loss of authorization to drive a County vehicle or drive on County business include, but are not limited to:

- a. Considered unfit to drive for health reasons.
- b. Determined to have operated a vehicle while impaired by drugs or alcohol.
- c. Determined to have operated a County vehicle in a reckless, negligent, or careless manner.
- d. Involved in three or more motor vehicle collisions in a period of two years where their driving contributed significantly to the motor vehicle collision.
- e. A history of failure to follow traffic regulations or willfully disobeying County policy or procedure relating to the use of motor vehicles.

Loss of ability to drive due to suspension or revocation of a driver's license or County permission to drive due to violation of this policy is grounds for termination in all positions where driving is an essential job function. Termination from employment under such circumstances shall be at the sole discretion of the County Official and may be based upon the employee's inability to perform essential job functions.

APPENDIX A

The following classifications and/or employees are authorized by the Board of Commissioners to be assigned County vehicles:

- a. The Sheriff and all fully-commissioned, general law enforcement authority, deputy sheriffs employed as regular, full-time employees.
- b. Emergency Management.
- c. Others designated by the Board of County Commissioners.

In addition to volunteers authorized to operate County vehicles pursuant to the procedures detailed in section 4.5 of this policy, the following classifications of volunteers are authorized by the Board of Pend Oreille County Commissioners, to operate County vehicles on official business if they comply with all requirements of this policy:

- a. Sheriff's reserves/posse members.
- b. Search and rescue, and registered Emergency Services volunteers.
- c. Others designated by the Board of County Commissioners.

Employees of other law enforcement agencies when working jointly with the Sheriff's Department as directed by the Sheriff are authorized to be assigned, and/or operate County vehicles.

APPENDIX B

In order to ensure that Risk Management is meeting its responsibilities and reporting requirements; all accidents resulting in injury or vehicle damage shall be reported verbally to Risk Management and the department owning the vehicle within one (1) working day or immediately for those that a reasonable person would expect to result in an eventual claim against the County. The employee involved shall have completed the Vehicle Accident Check List or other accident report as required by their department and those written reports forwarded to Risk Management within one (1) week of the event.

As the payee, it is Risk Management's responsibility to ensure that purchasing and contracting laws are being followed and that repairs are made as economically as possible. Risk Management will work with the department owning the vehicle and the department utilizing the vehicle to determine if repairs can be made in-house, to hire an adjuster, to work directly with an auto body shop or to total the vehicle. No authorization to repair shall be made without the Risk Manager's consent.



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

Working Over or Near Water SOP

The purpose of this Standard Operating Procedure is to reduce the risk of accidents when POCWB employees are boating on water bodies in Pend Oreille County. This SOP addresses all watercraft including inflatable rafts, kayaks, canoes, rowboats, or motorboats.

| Sections: | Page: |
|---------------------------|--------------|
| Implementation | 2 |
| Safety Equipment | 3 |
| Basic Safety Rules | 4 |
| Float Plan | 5 |
| SOP For Watercraft | 6 |

Implementation:

All employees are responsible for following this SOP. The Coordinator or the Safety Lead Person has primary responsibility for ensuring employees properly implement and follow this SOP. When a boating activity is proposed, it must be in writing via a Float Plan. The POCWB Coordinator or Safety Lead Person must approve the float plan before any employee performs work on or over water and is responsible for overseeing the float plan. If an employee will be accompanying any independent contractor on their boat, the POCWB Coordinator or Safety Lead Person shall ensure the contractor has and implements a written working over water policy that is at least as effective as this SOP. A copy of the written float plan or contractor's policy/plan shall be maintained by the POCWB at its office in Newport, WA.

Safety Equipment:

- Employees must wear appropriate Personal Flotation Device (PFD) whenever they work on or over water where the danger of falling into water or drowning exists. “Work” includes all job-related duties, including accompanying independent contractors for all work on or over any waterbody in Pend Oreille County.
- Whistles must be attached to all PFDs
- USCG approved B-1 fire extinguisher (Not for Kayaks or Canoes)
- Cell Phone
- Two-way radios, emergency channels are 9 and 16
- Dry bag
- Water bailing device or pump
- Emergency patch kit
- First Aid Kit
- Waterproof Flashlight
- Sunscreen
- Water & Food
- Clothing appropriate for weather conditions and water temperature

*If an employee is using an inflatable PFD, the POCWB Coordinator or Safety Lead Person must verify the PFD meets all safety requirements, both State, Federal and Local, and is being used and maintained in accordance with the manufacturer’s instructions.

Basic Safety Rules:

- Identify a Boat Safety Lead Person with appropriate skills and experience.
- The Boating Safety Lead shall file a boating Float Plan with The Coordinator and ensure that all employees performing the work follows the Float Plan.
- A WA Boater Education Card is mandatory for everyone on any watercraft.
- Check the condition of all safety gear before leaving the facility.
- Check the condition of the vessel and trailer before leaving the facility.
- Check weather conditions, forecast and water level and water temperature prior to leaving the facility.
- Dress appropriately for the conditions.
- Conduct a pre-trip safety briefing to review known hazards: water level, wind, ETC.
- Discuss any medical conditions for trip members.
- Conduct onshore safety briefings prior to launch. Review the agenda, communication protocols, local hazards, and watercraft handling procedures.
- For shoreline work, at least two employees must work together and must be always in line of sight.

Float Plan:

The Boat Lead Person will submit a Float Plan in writing at least 1 day prior to the proposed boating trip to the Coordinator for approval.

Print a map of the area that you plan to go to. Use a marker to draw your planned route and submit it with the Float Plan.

Field Staff will check in and out with a designated contact in the office. If staff is delayed in getting off the water, they will call the office at the predetermined time, then call again when they are off the water. If staff is delayed returning to the office, but off the water within the specified time, one call will suffice.

If there is no cell service, the float plan will contain an alternate procedure to verify employees are safely off the water.

Standard Operating Procedures for conducting any work from a boat, kayak, canoe or similar watercraft:

- Each employee must have a WA State Boater Education Card
- Buddy System: Work in a watercraft must always be conducted by at least 2 employees. In all cases, employees should be in visual contact, whether one person is in a boat and one person on shore, two people in individual boats or two people in one boat
- Each employee must document they are a competent swimmer
- At least 1 employee in the group must be current in First Aid and CPR
- PFD's must be worn when next to or on water
- For shoreline work, at least two employees must work together and must be always in line of sight

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 Three Hundred Thousand Dollars (\$300,000) herein after referred to as the "Contract Amount," unless modified by a written amendment to this Agreement. The actual amount and rates for each year for all direct, indirect and fixed fees for the agreed upon work contained in the annual Work Authorization as approved in writing by SCL, will be stated in the Work Authorization (Exhibit C).

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: SCL_APIInvoice@seattle.gov |
| 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. No new or separate legal entity is created through this Agreement.

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 18. 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

and support of the Project. Each party shall make this Agreement available for public inspection by publicizing it on the party's website or filing it with its office of its county auditor.

9. INDEMNIFICATION.

Each Party shall defend, indemnify, and hold the other, its officers, agents, and employees, harmless from and against all third-party claims, demands, losses, damages, or costs (including court costs, attorneys fees, and witness costs), including but not limited to damages arising out of bodily injury or death to persons and damage to property related to the indemnifying party's work under this Agreement, that is caused by or resulting from:

- the sole negligence or willful misconduct of the indemnifying party, its officers, employees, agents, or subcontractors in the course their of employment as such;
- the concurrent negligence of the indemnifying party, its officers, employees, agents, or subcontractors in the course of their employment as such, but only to the extent of the negligence of the indemnifying party, its officers, employees, agents, or subcontractors;
- or
- the indemnifying party'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 Parties waive their immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the other and its officials, agents, or employees. This obligation to indemnify, defend, and hold the other harmless shall survive this Agreement.

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 the City may terminate this Agreement without further obligation to County after the City has given County 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. TERMINATION FOR CONVENIENCE.

Notwithstanding any provision of this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party, specifying the effective date of the termination, at least thirty (30) days prior to such date.

16. 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.

17. 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.

18. 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.

19. AMENDMENT.

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

20. 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.

21. REAL OR PERSONAL PROPERTY.

No purchase of real or personal property is anticipated by this Agreement. In the event joint property is purchased, the parties shall distribute the property in proportion to each party's monetary contribution it provided for the purchase. In the event personal property like manuals or data is created or shared, each party is entitled to retain a copy of the property.

22. RCW 39.34.030 REQUIRED CLAUSES.

Purpose; Recital paragraph 2 that is hereby incorporated as set forth fully herein. Duration; Section 1. Organization/No Separate Entity; Section 5. Financing; Section 4. Termination; Section 13-15. Administrators/representatives; Section 3. Property upon termination; Section 21. Filing Agreement; Section 8.

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

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



**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 and Pend Oreille County 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 for all covered losses and no less than \$2,000,000 general 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

Date

Robert Rosencrantz

Name

Chairman, BOCC

Title

PO Box 5025

Newport, WA 99156-5025

Address

(509) 447-4119

Telephone

Signature

Date

Thomas Gorman

Name

Aquatic Resources Div Mgr.

Title

1111 Washington St SE, MS: 47027

Olympia, WA 98504-7027

Address

(360) 902-1584

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 Pend Oreille river within Washington State, by DNR is 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 does not include the area within the Boundary reach of the Pend Oreille River as work in that area 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 | \$60,000 |
| 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 | \$2,000 |
| 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 | \$60,000 |
| 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 | \$2,000 |
| 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 | \$30,000 |
| 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 | \$1,000 |
| 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