AGREEMENT
BETWEEN

CHELAN COUNTY PUD
AND
CHELAN COUNTY EXTENSION
FOR
HORTICULTURAL SERVICES

THIS AGREEMENT is entered into this date between Public Utility District No. 1 of Chelan County, a municipal corporation, hereinafter referred to as "PUD," and CHELAN COUNTY EXTENSION, a government entity, hereinafter referred to as "EXTENSION," both of which are sometimes collectively referred to as "Parties."

RECITALS

A. Extension employs a certified Horticulturist and instructor; and

B. The PUD has no certified Horticulturists or instructors to provide training and diagnostic services for the PUD; and

C. The PUD desires a horticulturist/instructor to diagnose problems on PUD Park property and train park employees in proper tree and turf care practices; and

D. 

E. A contractual relationship between Extension and PUD would be beneficial to both parties and park users;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by both Extension and PUD, the Parties hereto agree as follows:

I. EXTENSION OBLIGATIONS

1. Extension will provide the following services:

1.1 Instructor services. Upon request by PUD, subject to limitations contained herein, Extension shall provide a Horticulturist/instructor to PUD for the purposes of training of park staff in tree and turf maintenance and offering CEUs, where applicable, that will count towards employee Pesticide applicators licenses.

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1.2 Consultant services. Upon request of PUD, subject to limitations contained herein, Extension shall provide a Horticulturist to consult with park staff to diagnose and recommend treatment for tree and turf problems found in the parks.

1.3 Billing. PUD agrees to pay Extension for all service provided by Extension at the agreed upon rate of up to $2,500 per first occurrence of a one-day training course (plus cost of specialized experts), and $2,000 for each additional occurrence of a one-day training course, (plus cost of specialized experts), and $52.50 per hour for consultant services. Extension agrees to submit an itemized invoice for all services provided on a monthly basis and PUD agrees to pay such invoices on a monthly basis. The use of specialized experts is to be agreed upon before they are invited. The contract term is to be from 1/1/2015 through 12/31/2015; the total contract cost is not to exceed $10,000.

II. PUD OBLIGATIONS

PUD agrees:

II.1 Payment: PUD shall pay Extension within Net 30 days of receipt of an approved invoice for the previous month’s service set forth in paragraph 1.3.

II.1.2 Equipment: When mutually agreed upon, PUD shall provide any special equipment needed by Extension to carry out the requests made by PUD to Extension.

III. ORGANIZATION AND ADMINISTRATION

Administration of this Agreement shall be by Extension through their designated representative. The PUD shall inform Extension representative of any problems which may arise.

Indemnification

The parties do hereby agree to mutually and reciprocally indemnify and hold harmless each other and each other’s elected officials, officers, employees and agents against any and all liability, loss, or damage incurred as a result of claims, demands, or actions of any kind resulting from any activity undertaken as a part of this project, error or omission. Provided that each party’s obligation to indemnify and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence or sole willful misconduct of the other party, its agents, employees and officers. Each party’s obligation to indemnify and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or concurrent willful misconduct of the parties shall apply only to the extent of the negligence or willful misconduct of each party.

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It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 22nd day of January, 2015.

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

Ray Heit, Parks Manager

Attest/authenticated

Dated this 20th day of January, 2015

CHELAN CO. EXTENSION

Margaret Viebrock, Interim Director

Attest/authenticated

BOARD OF CHELAN COUNTY COMMISSIONERS

RON WALTER, CHAIRMAN

KEITH GOEHNER, COMMISSIONER

DOUG ENGLAND, COMMISSIONER

ATTEST: Carlye Bailey

Clerk of the Board

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