

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made between the Lake Pend Oreille, Pend Oreille River, Priest Lake and Priest River Commission (Lakes Commission), Bonner Soil and Water Conservation District (“BSWCD”), both political subdivisions of the State of Idaho (herein “ENTITIES”) and Norman Semanko (herein “CONTRACTOR”).

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** ENTITIES engage CONTRACTOR to perform the work associated with the Lakes Commission’s authorized participation in proceedings regarding the Columbia River Basin, pursuant to Idaho Code Section 39-8503, as follows: CONTRACTOR shall arrange, prepare briefing materials for, and participate in meetings, conference calls and other regular or specially scheduled communications between ENTITIES representatives and federal, tribal and state agency representatives, elected officials, and regional stakeholders and interest groups regarding the Columbia River Treaty, the Federal Columbia River Power System and other Columbia River Basin proceedings, which have the potential to impact the operation of Albeni Falls Dam and lake levels in Lake Pend Oreille, as necessary to assist ENTITY in protecting and advancing its interests in such proceedings.

2. **PAYMENT:** ENTITIES agrees to pay CONTRACTOR for the services rendered under this AGREEMENT in an amount not to exceed the total sum of \$23,370 for said services rendered during Fiscal Year 2024, from July 1, 2023 through June 30, 2024, at a billable rate of **\$205/hr.** ENTITY shall reimburse CONTRACTOR for all pre-approved travel costs and expenses as necessary to perform the services rendered under this AGREEMENT. This AGREEMENT is contingent upon the availability of funds to ENTITIES. The parties agree that CONTRACTOR will invoice ENTITIES for payment under this AGREEMENT for services rendered herein on a monthly basis.

3. **FISCAL NECESSITY AND NON-APPROPRIATION:** The ENTITIES are government entities and/or political subdivisions of the State of Idaho and it is understood and agreed that the ENTITIES payments herein provided for shall be paid from appropriations of public monies by the Idaho Legislature. The Legislature is under no legal obligation to make appropriations to fulfill this AGREEMENT. This AGREEMENT shall in no way or manner be construed so as to bind or obligate the ENTITIES beyond the term of any particular appropriation of funds by the State’s Legislature as may exist from time to time. The ENTITIES reserve the right to terminate this AGREEMENT in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the ENTITIES to continue such payments, or requires any return or “give-back” of funds required for the ENTITIES to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the ENTITIES discontinue or make a material alteration of the program under which funds were provided. The ENTITIES shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the PARTIES shall thereupon cease within ten (10) calendar days after notice to the CONTRACTOR. In the event of non-appropriation, the ENTITIES shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

4. RIGHT OF CONTROL: ENTITIES agree that they will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this AGREEMENT.

5. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITIES. ENTITIES shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the means by which it accomplishes the work specified by ENTITIES.

6. EXCLUSIVE RELATIONSHIP, CONFIDENTIALITY AND DUTY OF LOYALTY: CONTRACTOR agrees that in performing the services pursuant to this AGREEMENT CONTRACTOR is acting as a consultant and not as an attorney. Notwithstanding this, however, CONTRACTOR agrees to be bound by and conform to the duties of loyalty and confidentiality set forth in the Idaho Rules of Professional Conduct 1.6 [Confidentiality of Information] and 1.7 -1.10 [Conflicts of Interest]. CONTRACTOR further represents and warrants and agrees that he is not currently and will not represent prospectively any other agency, person, corporation or interest group with respect to the matters addressed by this AGREEMENT.

7. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITIES on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for 'federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR'S income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

8. LICENSES AND LAW: CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this AGREEMENT. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.

9. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITIES.

10. WORKER'S COMPENSATION: CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITIES of such coverage or that such worker's compensation insurance is not required under the circumstances.

11. EFFECTIVE DATE: This contract will run from July 1, 2023 through June 30, 2024.

12. TERMINATION: This AGREEMENT may be terminated by either party upon written notice to the other party. Upon termination by the ENTITIES, CONTRACTOR shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to ENTITIES any property provided by the ENTITIES pursuant to this AGREEMENT; and (c) deliver or otherwise make available to the ENTITIES all data, reports, estimates, summaries and such other information and materials as may have been accumulated by CONTRACTOR in performing this AGREEMENT, whether completed or in process.

13. INDEMNIFICATION AND INSURANCE: CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITIES, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representatives under this AGREEMENT. CONTRACTOR shall maintain insurance as required by law.

14. NO WAIVER: Failure of either party to exercise any of the rights under this AGREEMENT, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this AGREEMENT, or related to this AGREEMENT, shall be decided in accordance with the laws of the state of Idaho.

16. ENTIRE AGREEMENT: This is the entire AGREEMENT of the parties and can only be modified or amended in writing by the parties.

17. SEVERABILITY: If any part of this AGREEMENT is held unenforceable, the remaining portions of the AGREEMENT will nevertheless remain in full force and effect.

DATED this _____ day of _____, 2023. ENTITY:

CONTRACTOR:

Lakes Commission

By _____
Norman Semanko, Parsons Behle & Latimer

By _____
Its _____

ENTITY:

Bonner Soil and Water Conservation District

By _____
Its _____