

3RD PARTY CONTRACTING SERVICES AGREEMENT

Comes now the Board of Control ("BOC") created by that certain order of the Board of County Commissioners of Blaine County on September 9, 2014 to operate and maintain the Joint Works of the Wood River Valley Irrigation District # 45 ("WRVID 45") and the Triangle Irrigation District ("TID") pursuant to section 43-1325, Idaho Code, ~~and TID~~, and covenant and agree as follows regarding 3rd Party Contracting Services:

I.

Recitals

1. The BOC has statutory authority and responsibility to control, manage, and operate the Joint Works, pursuant to section 43-1325, Idaho Code.
2. WRVID 45 and TID are each responsible to the BOC for their proportionate share of the cost and expense incurred by BOC due to its operation, management, and maintenance of the Joint Works and resources.
3. The BOC has no employees or personnel to carry out its statutory functions and responsibilities.
4. The TID has an employee or employees capable and able, with the experience and familiarity with the irrigation system, to perform the physical duties and infrastructure management responsibilities for the BOC pursuant to a defined Scope and Objectives of the BOC. This employee of the TID is hereby known as TID/labor "L".
5. The TID has an employee capable and able, with experience and familiarity with bookkeeping duties, to perform the financial management services for the BOC pursuant to a defined Scope and Objectives of the BOC. This employee of the TID is hereby known as TID/Bookkeeping "B".
6. Therefore the WRVID 45, TID and the BOC agree that the BOC is principal and TID ~~employees~~contractors providing labor and bookkeeping services can effectively service, accomplish, and carry out BOC's responsibilities to physically control and operate the Joint Works as described herein, while the BOC continues to direct control, management and operation of the Joint Works.

II.

Conditions and Covenants of the 3rd Party Consulting Services

Now, therefore, in consideration of the recitals, covenants, and conditions herein contained, the adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. BOC hereby appoints TID employing TID/L as a BOC contractor to provide physical operation and maintenance of the Joint Works pursuant to the terms, conditions, and specifications herein.
2. BOC hereby appoints TID employing TID/B, as the BOC contractor to provide bookkeeping services pursuant to the terms, conditions, and specifications herein.
3. TID employing labor & bookkeeping accepts appointment as BOC contractor(s) for the purpose of providing physical operation and maintenance of the Joint Works and bookkeeping services pursuant to the terms, conditions, and specifications provided herein.
4. Sufficiently in advance to accomplish the task under consideration, the BOC shall inform and instruct TID employing TID/L&B of the scope of activities ("Scope") BOC authorizes and desires accomplished, operate and maintain and financially manage the Joint Works system. TID employing TID/L&B agree to perform the same as instructed in a workmanlike manner that is timely as requested under the circumstances.
5. TID/L&B shall advise the BOC of the anticipated cost(s) of the Scope, and BOC agrees to cause the same to be paid upon receipt of invoicing.
6. TID/L&B agree that TID shall obtain and maintain liability insurance for all activities in which it engages with its employees as contractors in performance of the Scope and shall name WRVID45, TID and the BOC as additional insured. TID/L&B shall carry and maintain workman's compensation insurance for all of its employees engaged in the Scope. TID shall carry and maintain insurance upon all vehicles and titled equipment employed in the performance of the Scope in accordance with the financial securities laws of the state of Idaho.
7. TID shall pay, or provide for the payment of, indemnify for, indemnify against, and hold the WRVID45, & BOC harmless from, all employment related taxes, benefits, wages, and employment security or other state and federal assessments incident to any employee or subcontractor provided by TID to perform the Scope.

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8. TID and the WRVID#45 shall have no authority independent of this agreement to enter into any agreement or relationship, or make any commitment for, or incur any obligation, on behalf of the BOC.
 9. This agreement may be terminated at the will of the parties immediately upon notice of one party to the other.
 10. TID may not assign its responsibilities under this Agreement without BOC's express written consent, which will be at BOC's sole discretion.
 11. This agreement shall be governed by and construed in accordance with the law of the state of Idaho.
 12. WRVID45 shall have the opportunity to also contract the TID/L for performing the same Scope of work to provide physical operation and maintenance of their separate irrigation distribution system. This work will be equitably billed at the same labor rates as per the BOC services.
 13. If the WRVID45 contract for services of the TID employing labor a separate 3rd Party Contracting Services Agreement shall be enacted.

Governing Agencies

Date: _____

BOARD OF CONTROL

By: _____

Its: _____

Date: _____

TRIANGLE IRRIGATION DISTRICT

By: _____

Its: _____

Date: _____

WOOD RIVER IRRIGATION DISTRICT 45

By: _____

Its: _____

3rd Party Consulting Entities

Labor Services

Date: _____

TRIANGLE IRRIGATION DISTRICT

By: _____

Its: _____

Bookeeping Services

Date: _____

TRIANGLE IRRIGATION DISTRICT

By: _____

Its: _____