

**Memorandum of Agreement
Between
The United State Department of the Interior
National Park Service, Olympic National Park
and
Clallam County, Washington**

This Agreement is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of Olympic National Park ("Park"), and the County of Clallam, Washington ("County"), acting through the County Board of Commissioners ("Board").

ARTICLE I - BACKGROUND AND OBJECTIVES

The purpose of this agreement is to provide technical assistance to Clallam County in the implementation of specific roadside revegetation and restoration activities on County roads leading to and immediately adjacent to Olympic National Park (ONP).

Olympic National Park operates a native plant nursery and greenhouse established to provide the Elwha River Restoration Project with native plant seed and plants, and to help prevent the establishment of noxious weeds within the park. With the conclusion of the revegetation portion of this project in 2017, the nursery has excess capacity to produce containers of native plants.

The County has made a written request under the Intergovernmental Cooperation Act, 31 U.S.C. § 6505 for NPS to provide services of propagation of native vegetation along roadsides throughout the County, in an effort to reduce infestations of noxious weeds, promote habitat for native pollinators, and reduce annual maintenance costs due to mowing.

By maintaining native vegetation along County roadsides, the Park furthers its interest in protecting its ecological integrity from noxious weeds that would otherwise invade the park along County roads.

ARTICLE II - AUTHORITY

This Agreement is entered into under the Intergovernmental Cooperation Act, 31 U.S.C. § 6505 and in accordance with OMB Circular A-97 which authorizes Executive Branch agencies to enter into reimbursable agreements with State or local governments to encourage intergovernmental cooperation in the conduct of providing specialized or technical services and provisions of facilities essential to the administration of State or local government activities, so long as the local government makes a written request for said services.

In carrying out work under this Agreement, and under the authority of 54 U.S.C. §101704, NPS may:

1. Record obligations against accounts receivable from those governments.
2. Credit amounts received from those governments to the appropriate account.

Fax: 360-417-2414
Email: clucero@co.clallam.wa.us

For the NPS:

Janet Coles, Agreements Technical Representative
Olympic National Park
600 E Park Ave.
Port Angeles, WA 98362
(360) 565-3073
Fax: 360-565-3070
Email: Janet_Coles@nps.gov

ARTICLE VI - FUNDING

Financial Assistance:

For the work defined in Article III. A.1. and A.2., Clallam County will provide funding to NPS in an amount not to exceed \$20,000. The Park account to be reimbursed is up to \$20,000 over the duration of this agreement.

Appropriation Data:

NPS will submit bills of collection to Clallam County to recover these funds as plants are delivered. Amounts shall be credited within 90 days of the date of the original request by the Service for payment.

ARTICLE VII - PRIOR APPROVAL

NPS will not substitute one species on the list (Attachment B) for another without prior approval by Clallam County.

ARTICLE VIII - REPORTS AND/OR OTHER DELIVERABLES

Clallam County may inspect plants on delivery and may refuse or request replacement for plants that do not meet County standards for:

1. Sufficient root development to allow a reasonable chance of surviving transplanting.
2. Sufficient vigor to allow a reasonable chance of surviving transplanting.
3. Plug containers that are free of noxious weeds.

NPS will not request reimbursement for plants that are refused.

Upon request, the NPS will provide an annual report to the Board, detailing methods used, problems encountered and their solutions, and a breakdown of costs.

ARTICLE X - MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by both parties.

ARTICLE XII - SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this Memorandum of Agreement on the date(s) set forth below.

For Clallam County:

Board of Clallam County Commissioners



Randy Johnson, Commissioner

3/26/19
Date



Mark Ozias, Commissioner, Chair

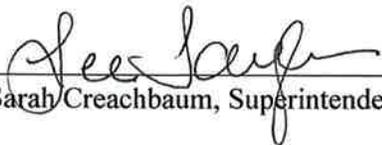
3/26/19
Date



Bill Peach, Commissioner

3/26/19
Date

For the National Park Service:



Sarah Creachbaum, Superintendent

4/10/19
Date

Attachment B – List of species to be grown at the Matt Albright Native Plant nursery and approximate quantities desired. Not all these species may be grown in any given year, and species may be added or subtracted from the list by mutual agreement. Plants will be delivered in 4” pots unless other arrangements are arranged.

Herbaceous Perennials	Size	# Units
<i>Angelica lucida</i>	1 yr	250
<i>Aquilegia formosa</i>	1 yr	250
<i>Arctostaphylos uva-ursi</i>	1 yr	250
<i>Aster subspicatus or chilensis</i>	1 yr	150
<i>Aruncus dioicus</i>	1 yr	150
<i>Chamaenerion angustifolium</i>	1 yr	150
<i>Eriophyllum lanatum</i>	1 yr	500
<i>Erythronium oregonum</i>	2 yr	500
<i>Fragaria virginiana</i>	1 yr	500
<i>Fritillaria affinis</i>	2 yr	500
<i>Lilium columbianum</i>	2 yr	500
<i>Lupinus rivularis</i>	1 yr	250
<i>Penstemon serrulatus</i>	1 yr	250
<i>Sidalcea hendersonii</i>	1 yr	150
<i>Solidago canadensis</i>	1 yr	250
<i>Xerophyllum tenax</i>	2 yr	500
Shrubs	Size	# Units
<i>Berberis nervosa</i>	1 yr	150
<i>Berberis aquifolium</i>	1 yr	500
<i>Gaultheria shallon</i>	1 yr	500
<i>Holodiscus discolor</i>	1 yr	150
<i>Paxistima myrsinites</i>	1 yr	250
<i>Philadelphus lewisii</i>	1 yr	100
<i>Physocarpus capitatus</i>	1 yr	50
<i>Rhododendron macrophyllum</i>	2 yr	50
<i>Ribes sanguineum</i>	1 yr	250
<i>Rosa gymnocarpa</i>	1 yr	250
<i>Symphoricarpos albus</i>	1 yr	150
<i>Vaccinium ovatum</i>	1 yr	250