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**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.

ARTICLE III - STATEMENT OF WORK

A. Olympic National Park agrees to:

1. Collect sufficient seeds and/or cuttings of native herbaceous and woody plant species to produce up to 10,000 rooted plants in 4-inch containers in 2017 and 2018 (up to 20,000 plants total).
2. Grow out the collected cuttings and/or seeds and provide healthy, hardened, weed-free plants ready for installation in the fall of 2017 and 2018.
3. Provide the Board with professional revegetation expertise and advice as needed during the project.

B. Clallam County agrees to:

1. Provide a list of native herbaceous plants and shrubs they wish the Park to grow at the Matt Albright nursery (Attachment B).
2. Provide monetary reimbursement for project work based on the cost schedules in Appendix A. The combined amount is not to exceed a total of \$20,000.
 - a. Seed and cutting collection: approximately 240 person-hours of work by temporary biological science technicians. Alternatively, the County may choose to collect propagules/cuttings and provide them to the NPS, in which case collection costs are waived.
 - b. Plant production: production costs of growing up to 20,000 containers of native plants in 2017 and 2018. Costs per plug are detailed in Attachment A.

C. Both parties agree to:

1. Communicate regularly about each party's progress with completing steps outlined in the Statement of Work. Key Officials will make every effort to resolve issues quickly at the lowest possible level.

ARTICLE IV- TERM OF AGREEMENT

This Memorandum of Agreement will become effective on the date of final signature and extend through December 31, 2018. This Agreement may be extended for up to, but no more than a combined period of five years.

ARTICLE V- KEY OFFICIALS

For Clallam County:

Cathy Lucero, Coordinator

Clallam County Noxious Weed Control Board

223 East 4th St.

Port Angeles, WA 98362

Phone: (360)-417-2442

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.

- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XI - STANDARD CLAUSES

- A. Civil Rights - During the performance of this agreement, the participants will not discriminate against any person because of race, color religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- B. Nothing in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposed of this Agreement for that fiscal year; or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.
- C. Nothing in this Agreement shall be deemed to be inconsistent with or contrary to the purpose of or intent of any act of Congress affecting or related to this Agreement.
- D. Nothing in this Agreement shall restrict the NPS from entering into similar agreement, or participating in similar activities or agreement with other public or private agencies, organizations, or individuals.
- E. Public Information Release and Publications of Results of Studies - No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on 'which there is a difference of opinion.

ARTICLE XII - BUDGET CONTIGENCY CLAUSE

It is mutually agreed that if appropriated funds are insufficient for the program, this agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to the NPS or to furnish any other considerations under this agreement and the NPS shall not be obligated to perform any provisions of this agreement.

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 Commissioners



Randy Johnson, Commissioner

01/02/18

Date



Mark Ozias, Commissioner

01/02/2018

Date



Bill Peach, Commissioner

1/2/18

Date

For the National Park Service:

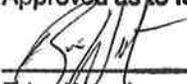


Sarah Creachbaum, Superintendent

1-11-2018

Date

Approved as to form only by:



Brian Wendt
Deputy Prosecuting Attorney
Clallam County

Attachment A. Native plant production costs for 2017-2018 for the National Park Service, Matt Albright Nursery

Propagule Collection

Labor Costs (collecting, cleaning, sorting, processing, and storing seed, collecting cuttings)		
Source	Unit	Unit Cost
Biological Sciences Technician	Per hour	\$20.31

Plant Production

Item	Unit	Unit Cost
Herbaceous perennial or fern plug – 1 year plant	Plug (4.75 in ³)	\$1.00 / plug
Herbaceous perennial or fern plug – 2 year plant	Plug (4.75 in ³)	\$2.25 / plug
Shrub/Tree plug – 1 year plant	Plug (4.75 in ³)	\$2.25 / plug
Shrub/Tree container – 2 year plant	Pot (10 in ³)	\$3.75 / plug

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