

**INTERAGENCY AGREEMENT  
BETWEEN  
THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE  
AND  
CLALLAM COUNTY  
AND ITS AGENT  
THE CLALLAM COUNTY NOXIOUS WEED CONTROL BOARD**

**THIS AGREEMENT** is made and entered into by and between the Washington State Department of Agriculture, hereinafter referred to as "WSDA," and Clallam County, hereinafter referred to as "Clallam County."

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide funding for eradication treat three Class A noxious weeds, namely: Giant Hogweed (*Heracleum mantegazzianum*); European Hawkweed (*Hieracium sabaudum*); and Milk Thistle (*Silybum marianum*) in Clallam and Jefferson counties.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

Clallam County, through agreement with the Clallam County Noxious Weed Control Board and the Jefferson County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on a fully executed contract, and be completed on or before June 30, 2011, unless terminated sooner as provided herein.

**PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$3,000. WSDA will not authorize reimbursement for administrative overhead charges. Only reasonable costs incurred directly related to the activities specified in the plan of work (Attachment A) will be reimbursed under this Agreement. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded.

**BILLING PROCEDURE**

Clallam County shall submit a properly completed invoice to the WSDA Agreement administrator. Payment to Clallam County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be

submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. In no case can this be more than 10 days past the end of the biennium.

### **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RIGHTS IN DATA**

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days of receipt of

written notice. If the failure or violation is not corrected, this Agreement may be terminated immediately upon receipt of written notice of the aggrieved party to the other.

**CONFLICT OF INTEREST**

WSDA may, by written notice to Clallam County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; or any similar statute involving Clallam County in the procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Clallam County, and its partners to this agreement of the Clallam County Noxious Weed Control Board and the Jefferson County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Clallam County. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

**FUNDING CONTINGENCY**

WSDA may unilaterally terminate all or part of this contract, or may reduce its plan of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

**DISPUTES**

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE**

Clallam County, through agreement with the Clallam County Noxious Weed Control Board and the Jefferson County Noxious Weed Control Board, shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance, as applicable. Clallam County, through separate agreement with the Clallam County Noxious Weed Control Board and the Jefferson County Noxious Weed Control Board, shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

**GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County, Washington.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. The Terms and Conditions of this Agreement;
- c. Plan of work (Attachment A);
- d. Proposal (Attachment B); and
- e. Any other provisions of the Agreement, including material incorporated by reference.

**ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

**SEVERABILITY**

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**CONTRACT MANAGEMENT**

The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for WSDA is: Alison Halpern, Executive Secretary  
WA State Noxious Weed Control Board  
P.O. Box 42560  
Olympia, Washington 98504-2560  
Phone: (360) 902-2053  
Fax: (360) 902-2094  
[ahalpern@agr.wa.gov](mailto:ahalpern@agr.wa.gov)

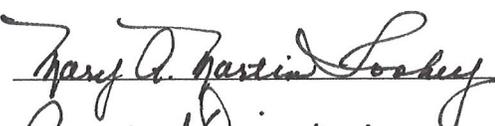
The Agreement administrator for Clallam County is: Cathy Lucero, Program Coordinator  
Clallam County Noxious Weed Control Board  
223 East 4<sup>th</sup> Street Ste 15  
Port Angeles, WA 98362  
Phone: (360) 417-2442  
Fax: (360) 417-2411  
[clucero@co.clallam.wa.us](mailto:clucero@co.clallam.wa.us)

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

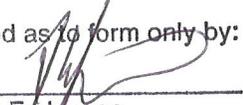
IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON  
DEPT. OF AGRICULTURE

CLALLAM COUNTY

By:   
Title: Asst. Director  
Date: 3/25/11

By:   
Title: Chair, Board of Commissioners  
Date: March 15, 2011

Approved as to form only by:  
  
Douglas E. Jensen  
Chief Civil Deputy Prosecuting Attorney  
Clallam County

**ATTACHMENT A  
Plan of Work**

**Clallam County, through agreement with the Clallam County Noxious Weed Control Board and the Jefferson County Noxious Weed Control Board  
Class A Noxious Weed (3 target species) Eradication  
Ending June 30, 2011**

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The Clallam County Noxious Weed Control Board will partner with the Jefferson County Noxious Weed Control Board to treat three Class A noxious weeds, namely: Giant Hogweed (*Heracleum mantegazzianum*); European Hawkweed (*Hieracium sabaudum*); Milk Thistle (*Silybum marianum*) with the goal of eradication.

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

**DELIVERABLES**

The Clallam County Noxious Weed Control Board will accomplish all proposed tasks as stated in the proposal (Attachment B). The Clallam County Noxious Weed Control Board shall submit a final written report to Alison Halpern, WA State Noxious Weed Control Board, on or before June 30, 2011. The report shall include, at a minimum, the following information:

1. Details of herbicide use including application methods, rates and equipment.
2. Flower and seed head control details.
3. Copies of spray records.
4. Digital and hard copy photos of the infestation before, during and after treatment.
5. Details of communication with landowners.
6. Future plan for follow-up treatments and infestation monitoring.

**ATTACHMENT B**  
**Proposal**  
**Clallam County and its agent**  
**The Clallam County Noxious Weed Control Board**  
**Class A Noxious Weeds (3 target species) Eradication**  
**Ending June 30, 2011**

**2011 Class A Noxious Weed Eradication Program Proposal**  
**To**  
**Washington State Noxious Weed Control Board**

1. This application is submitted jointly by Clallam and Jefferson County Noxious Weed Control Boards.

Cathy Lucero, Coordinator  
Clallam County Noxious Weed Control Board  
223 East 4<sup>th</sup> Street Ste 15  
Port Angeles WA 98362  
[clucero@co.clallam.wa.us](mailto:clucero@co.clallam.wa.us)  
phone: 360-417-2442 fax: 360-417-2411

Eve Dixon, Coordinator  
Jefferson County Noxious Weed Control Board  
201 W Patison  
Port Hadlock WA 98339  
[edixon@co.jefferson.wa.us](mailto:edixon@co.jefferson.wa.us)  
phone: 360-379-5610 ext 205 fax:360-379-5617

2. Clallam County Noxious Weed Control Board has been active since 1998 and has secure funding from a county assessment.

The Jefferson County Weed Board, active since 2002, is not supported by an assessment and receives a small amount of money from the County's general fund.

The two counties work closely together and for several years have jointly received grant funding from Washington State Department of Agriculture for knotweed control, and from the US Forest Service for weed control on and off Forest Service lands.

3. **Target Class A Noxious Weeds:**

- a. **Giant Hogweed (*Heracleum mantegazzianum*)**

Sixty-five giant hogweed sites have been recorded in Clallam County, mainly in or close to old gardens. Ten years of control work on the part of the Weed Board and landowners have reduced this number to 6 or 7, with fewer than a dozen total plants. Jefferson County has fewer sites—about a dozen all told. Only one site has more than 10 plants and this has been controlled with herbicide for three years and reduced considerably.

- b. **European Hawkweed (*Hieracium sabaudum*)**

**ATTACHMENT B**  
**Proposal**  
**Clallam County and its agent**  
**The Clallam County Noxious Weed Control Board**  
**Class A Noxious Weeds (3 target species) Eradication**  
**Ending June 30, 2011**

Four separate infestations of European hawkweed have been found in Clallam County since 2007. All are on Highway 101, west of Port Angeles, from mile post 214 to mile post 218. Weed Board staff have pulled or dug approximately 600 plants and DOT have sprayed others. However, there are concerns that crews may have missed plants because it is such an early infestation and plants are spaced far apart. Also, plants are hard to identify until late in the season. The infestation is spreading and needs to be contained. Ideally, staff would walk the 4-5 mile stretch looking for plants, digging them or spraying, as is most appropriate.

**c. Milk Thistle (*Silybum marianum*)**

Two separate milk thistle sites have been found in Port Townsend (Jefferson County). In both cases the owners are willing to control but some staff time in monitoring, searching for plants hidden in grass, and helping to dig would ease the process and ensure that eradication is complete.

4. Treatment: A combination of manual and chemical controls would be utilized depending on the preference of the landowner. Where herbicide applications are approved, products appropriate and legal for the site would be used. Any herbicide applications funded under this proposal would take place in April, May or June of 2011. All herbicide treatments will follow State laws and label requirements. A licensed, experienced applicator will be present at all times.
5. Fiscal Year 2011 Funds Requested: \$2,000.00
6. Matching Funds: \$1,000 (Staff time paid for by the Counties involved).
7. Estimated eradication date for all three weed species (assuming that funding continues): June 2013
8. Enforcement requirements: No enforcement will be required in 2011. All landowners in Clallam and Jefferson Counties known to have any of the three target weeds are willing to treat themselves or have the infestation treated by weed board staff.
9. Both County Weed Boards will visit known sites of all Class A weeds at least once each year after they are believed to have been eradicated. If re-infestation has occurred then the landowner will be contacted and more control undertaken. Educational materials on all three species will be made available to the public and people will be encouraged to report new infestations.
10. Project Budget:  
  
Labor--coordinators or weed technicians  
\$2,000.00

**ATTACHMENT B**  
**Proposal**  
**Clallam County and its agent**  
**The Clallam County Noxious Weed Control Board**  
**Class A Noxious Weeds (3 target species) Eradication**  
**Ending June 30, 2011**

Travel  
\$500.00  
Supplies (mailing, educational materials, herbicide)  
\$500.00  
  
**TOTAL**  
**\$3,000.00**