

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE DEPARTMENT OF AGRICULTURE  
AND  
ISLAND COUNTY  
AND ITS AGENT  
ISLAND 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 Island County, hereinafter referred to as "Island County."

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide Island County and its agent, Island County Noxious Weed Control Board, funding for a project to survey for and eradicate invasive Spartina species within Island County.

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

**STATEMENT OF WORK**

Island County through its agent, Island 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**

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin on July 1, 2017 and end on June 30, 2019, unless terminated sooner or extended by WSDA 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 \$95,000.00. Only reasonable costs identified in Attachment "A", incurred directly related to the Island County Spartina Survey and Eradication Program, will be reimbursed to Island County 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. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

**BILLING PROCEDURE**

Island County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. Reference WSDA Contract Number K2232 on all invoices. Payment to Island 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 Island 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; chapter 42.23 RCW; or any similar statute involving Island 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 Island County and its agent, Island County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Island County or its agent, Island County Noxious Weed Control Board. 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.

**DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

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

Island County and its agent, Island 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. Island County and its agent, Island 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. Plan of Work (Attachment A);
- c. Budget (Attachment B);
- d. Any other provisions of the Agreement, including material incorporated by reference.

**ASSIGNMENT**

Island County and its agent, Island County Noxious Weed Control Board, are responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. In no event shall the existence of any subcontract operate to release or reduce the liability of Island County and its agent, Island County Noxious Weed Control Board, to WSDA for any breach in the performance of Island County and its agent Island County Noxious Weed Control Board's duties. Island County may sub-contract the work in Attachment A within the limitations of the budget in Attachment B.

**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 provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**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.

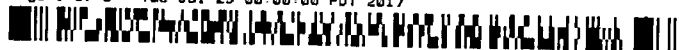
The Agreement administrator for WSDA is:

James Marra, Pest Program Manager  
Washington State Dept. of Agriculture  
Plant Protection Division  
PO Box 42560  
Olympia, Washington 98504-2560  
(360) 902-2071  
jmarra@agr.wa.gov

The Agreement administrator for Island County is:

Seth Luginbill, Program Coordinator  
Island County Noxious Weed Control Board  
PO Box 5000  
Coupeville, Washington 98239  
(360) 678-7992  
s.luginbill@co.island.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.



FILING WITH AUDITOR

Prior to its entry into force, Island County shall file this Agreement with the Island County Auditor.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON  
DEPT. OF AGRICULTURE

ISLAND COUNTY  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Title: Assistant Director - Plant Protection  
Date: \_\_\_\_\_

By: [Signature]  
Title: Chair  
Date: 7/25/17

By: "EXCUSED"  
Title: Member  
Date: \_\_\_\_\_

By: [Signature]  
Title: Member  
Date: 7/25/17

ATTEST:  
[Signature]  
Clerk of the Board



ISLAND COUNTY  
NOXIOUS WEED CONTROL BOARD

By: [Signature]  
Title: chairman  
Date: July 18, 2017



**ATTACHMENT A**  
**Plan of Work**  
**Island County**  
**and its agent the Island County Noxious Weed Control Board**  
**Spartina Survey and Eradication**  
**July 1, 2017 to June 30, 2019**

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Spartina is an extremely damaging biological invader with the potential to harm the ecosystems and economies of our state's estuarine waters. Island County is an important partner in the fight to eradicate Spartina from Washington's shores. This agreement outlines services that Island County and its agent, the Island County Noxious Weed Control Board, are to perform to assist in the coordinated Spartina eradication effort.

**County Spartina Control Crew Criteria:**

Island County through its agent, Island County Noxious Weed Control Board, will conduct survey and eradication work on the Spartina infestations along the shorelines of Island County. Treatment of these sites is a continuation of efforts which began in 1996. Survey and eradication efforts will be focused on maintaining control on previously controlled areas, preventing seed set and possible spreading to adjacent areas, and surveying for and eradicating new infestations.

Minimum work specifications: two or more workers will be hired or contracted to eradicate Spartina infestations within Island County. Island County Spartina control crews will use an integrated weed management approach, which incorporates where appropriate; manual, mechanical, and herbicide application techniques. Applications of herbicide are limited to products with appropriate labels that are covered under the Aquatic Noxious Weed Control National Pollutant Discharge Elimination System (NPDES) General Permit.

All control methods will be employed consistent with the laws, rules, and regulations of Washington State and Island County, the *Noxious Emergent Plant Management Environmental Impact Statement* (EIS) first published in November 1993, and all subsequent amendments to the EIS.

Island County, or subcontractors to Island County, must enter into a contract with WSDA under which Island County, or subcontractors to Island County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "Aquatic Noxious Weed Control National Pollutant Discharge Elimination System Waste Discharge General Permit" (NPDES permit) prior to the performance of any activity pursuant to this Agreement that discharges herbicides directly into streams or rivers, or indirectly into streams, rivers, estuaries, wetlands, along lake shorelines, or in other wet areas. Herbicide treatments may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

The contractor or crew will work closely with the weed board coordinator and the WSDA Puget Sound Spartina Coordinator, and be active in the field from July 1, 2017 to October 31, 2017 and June 1, 2018 to October 31, 2018. The work will be conducted on private and public property in cooperation with landowners. County crews may also work in other counties with other county Spartina control crews.



**Work Crew and Work Hours:**

The Spartina control crew will work or be under contract for the County Noxious Weed Control Board during the specified period, working with agencies, associations and individuals, and dedicating their time to controlling Spartina. Daily work hours will fluctuate with the tides.

The control crew will have one crew leader who will be responsible for coordinating the crew's work, and who will maintain ongoing contact with the County Noxious Weed Control Coordinator and the WSDA Puget Sound Spartina Coordinator. The crew leader will work in the field at all times with the crew, unless maintenance or other needs require the crew leader to leave the crew unattended.

**Equipment:**

The Spartina control crew will use all available tools for survey and eradication, including manual removal and herbicide application equipment, to control Spartina infestations in Island County.

**Expenditures:**

The funds provided for the county Spartina survey and eradication effort will primarily go towards a contract or wages and benefits for the County Noxious Weed Control Coordinator and two or more crew members, travel expenses for the crew members and coordinator, equipment and supply purchases, repair and maintenance. The funds will not fund any overhead costs including maps, computer programs, or other costs unless the expenditure is specifically authorized in writing by WSDA.

**Coordination:**

The Island County Spartina Control Program will be coordinated with state, local and private control efforts. Permission will be obtained prior to conducting eradication activities on private lands.

**Deliverables:**

The Island County Noxious Weed Control Coordinator will submit one written report to the WSDA Agreement administrator each fiscal year, documenting the work conducted in Island County. The first report is due December 1, 2017 and the second is due December 1, 2018. Reports will include the following for each site: date(s) of control and survey activities, the type of control and survey conducted, difficulties encountered, results of the control and survey efforts, maps and photo documentation of sites treated and surveyed, and "iForm" GPS data for all plants located and treated by the survey. Additionally, WSDA has trained the County Noxious Weed Control staff in the use of ESRI Collector and it is required that all surveyed areas to be reported utilizing Collector. Final payment for each fiscal year under this Agreement will not be made until the report and all required data is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with extension of WSDA's coverage under the Aquatic Noxious Weed Control NPDES General Permit.

**ATTACHMENT B**  
**Budget**  
**Island County**  
**and its agent Island County Noxious Weed Control Board**  
***Spartina* Survey and Eradication**  
**July 1, 2017 to June 30, 2019**

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Total first-year payment to Island County will not exceed \$50,000.00 in fiscal year 2018 (i.e., July 1, 2017 through June 30, 2018). Any funds remaining can be spent in fiscal year 2019 (i.e., July 1, 2018 through June 30, 2019).

1. Salary and benefits .....	\$19,000.00
2. Supply and equipment.....	\$1,000.00
3. Contract for <i>Spartina</i> control work .....	\$70,000.00
4. Indirect costs.....	\$5,000.00
<b>Total.....</b>	<b>\$95,000.00</b>

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.

