

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

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide funding for eradication of class A noxious weed, Buffalobur (*Solanum rostratum*), in Kittitas County.

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

**STATEMENT OF WORK**

Kittitas County through its agent the Kittitas 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 final signature of this contract, and be completed on or before June 30, 2007, 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 \$1,044.74. 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. 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**

Kittitas County shall submit a properly completed invoice to the WSDA Agreement administrator. Payment to Kittitas 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 Kittitas 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 Kittitas 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 Kittitas County and its agent the Kittitas County Noxious Weed Control Board as it could pursue in the event of a breach of the Agreement by Kittitas 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.

**SAVINGS**

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, 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. As an alternative to this process, 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**

Kittitas County and its agent the Kittitas 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. Kittitas County and its agent the Kittitas 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); and
- d. 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 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:

Cindy Orr, Executive Assistant  
WA State Noxious Weed Control Board  
P.O. Box 42560  
Olympia, Washington 98504-2560  
Phone: (360) 725-5764  
Fax: (360) 902-2094  
[corr@agr.wa.gov](mailto:corr@agr.wa.gov)

The Agreement administrator for  
Kittitas County is:

Todd Davis, Coordinator  
Kittitas County Noxious Weed Control  
Board  
207 Nanum St. Room 26  
Kittitas, WA 98926  
Phone: (509) 962-7033  
[todd@co.kittitas.wa.us](mailto:todd@co.kittitas.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

KITTITAS COUNTY

By: *Tracy Martin Looney*

By: *Mauph Mary*

Title: *Asst. Director*

Title: *Chair - Kittitas County Weed Board*

Date: *3/15/07*

Date: *3/8/07*

APPROVED AS TO FORM:  
ATTORNEY GENERAL'S OFFICE

**ATTACHMENT A  
Plan of Work  
Kittitas County  
and its agent the Kittitas County Noxious Weed Control Board  
Buffalobur (*Solanum rostratum*) Eradication Project  
Ending June 30, 2007**

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The Kittitas County Noxious Weed Control Board will treat Buffalobur (*Solanum rostratum*), a class A noxious weed, with the goal of eradication.

**DELIVERABLES**

The Kittitas County Noxious Weed Control Board will accomplish all proposed tasks as stated in attachment C and shall submit a final written report to Cindy Orr, WA State Noxious Weed Control Board, on or before June 30, 2007. The report shall include, at a minimum, the following information:

1. Results of the initial assessment, survey and mapping in late spring
2. Results of control work and application in early summer using Aminopyralid (Milestone®) + 2, 4-D (Weed64®)
3. Spray records
4. Digital and hard copy photos of the infestation before, during and after treatment
5. Progress toward a follow-up survey in mid summer
6. Progress toward re-application in mid summer

**ATTACHMENT B**  
**Budget**  
**Kittitas County and its agent**  
**The Kittitas County Noxious Weed Control Board**  
**Buffalobur (*Solanum rostratum*) Eradication Project**  
**Ending June 30, 2007**

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Herbicide treatment and follow-up on Buffalofur (*Solanum rostratum*), in Kittitas County.

Total WSDA portion will not exceed: \$1,044.74

**ATTACHMENT C**  
**Proposal**  
**Kittitas County and its agent**  
**The Kittitas County Noxious Weed Control Board**  
**Buffalobur (*Solanum rostratum*) Eradication Project**  
**Ending June 30, 2007**



**Kittitas County Noxious Weed Control Board**  
507 Nanum Street, Room 26, Ellensburg, WA 98926  
Telephone: (509) 962-7007 / Fax: (509) 962-7033 / Email: weeds@co.kittitas.wa.us  
Board of Directors: Mary Morgan, Jim Hanson, Steve Burris, and Holly Pinkart

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**2007 Class A Noxious Weed Eradication Request**

December 2006

Prepared for:  
Washington State Noxious Weed Control Board  
Attn: Cindy Orr  
PO Box 42560  
1111 Washington Street  
Olympia, WA 98504

Prepared by:  
Kittitas County Noxious Weed Control Board  
507 Nanum St. Room 26  
Ellensburg, WA 98926

**ATTACHMENT C**  
**Proposal**  
**Kittitas County and its agent**  
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**Buffalobur (*Solanum rostratum*) Eradication Project**  
**Ending June 30, 2007**



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**Application for the 2007 Class A Noxious Weed Eradication Program**

Between years 2000 and 2003 the class A noxious weed commonly known as Buffalobur (*Solanum rostratum*) had been discovered in Kittitas County at six different locations, but always as a single plant infestation, most likely introduced as a contaminant in bird seed mix (a problem that still exists). There had been no multiple plant infestations known to occur in the county and all single plant sites were immediately removed upon identification. In the summer of 2003, after receiving a report from a local landowner, a large, multi-plant infestation of Buffalobur was discovered in an old feed lot on private property approximately 5 miles southwest of Ellensburg, Washington. We believed this site to be the only seed producing infestation of Buffalobur to occur in Kittitas County at that time, and as of 2006, this belief still stands. Between 2003 and 2006 the landowner has been very cooperative and made serious efforts to eradicate the infestation, however, due to improper timing and methods used, the infestation has continued to be a reoccurring problem. The existence of this infestation has always concerned the Kittitas County Noxious Weed Control Board (KCNWCB), especially due to the amount of disturbance and traffic that this site receives with it occurring on an active cattle ranch. The KCNWCB strongly believes that if awarded financial assistance from the Washington State Noxious Weed Control Board to implement eradication efforts to eliminate this Buffalobur infestation, by 2009 there would be no known seed producing Class A noxious weed infestations of any kind in Kittitas County.

As mentioned previously, the infestation occurs on private property approximately 5 miles southwest of Ellensburg, Washington off of Manastash Road. The property is an active cattle ranch & timothy hay farm with lots of possibility to disturb or carry seed off site. The Buffalobur is spread sporadically over three acres (Low 1-5%), with dense infestations occurring over approximately one acre (High 25-100%) within that area. The site was discovered in 2003, but after conversations with the landowner, it is believed to have existed at the site for quite some time (10-15 years). Seed production

**ATTACHMENT C**  
**Proposal**  
**Kittitas County and its agent**  
**The Kittitas County Noxious Weed Control Board**  
**Buffalobur (*Solanum rostratum*) Eradication Project**  
**Ending June 30, 2007**

has been greatly decreased since its discovery by the KCNWCB in 2003, but a moderate seed bed is believed to still exist.

The KCNWCB would like to implement eradication efforts in the form of herbicide treatments; the initial application occurring in late spring of 2007 and a follow-up application occurring in the mid-summer of 2007 (by June 30<sup>th</sup>). Follow-up applications are planned for 2008, and beyond, to prevent re-infestation. These applications would be completed by the KCNWCB in cost-share with the private landowner. Aminopyralid (Milestone®) + 2,4-D (Weedar64®) would be the herbicide mix of choice. This should provide excellent control at the time of application and provide residual control that should last the length of the season. All treatments would be made by a licensed pesticide applicator employed by the KCNWCB and applied according to label directions. All live plants found after the herbicide treatments are completed would be pulled and bagged for proper disposal. The KCNWCB does not believe that any enforcement action will be necessary, as the property owner has always been very cooperative and would be very pleased himself to see the infestation eradicated once and for all. He has already granted permission to the KCNWCB to make any herbicide applications necessary in our effort to eradicate this infestation.

Attached is the proposed project budget that would allow for the implementation of two KCNWCB employees to carry out the necessary eradication efforts. It is always the hope to achieve excellent results, however, it would be foolish to believe that 100% control would be achievable with one season of control work. No matching funds would be available for this project in 2007, however, future surveys and necessary control work will be implemented indefinitely by the KCNWCB in cooperation with the private landowner.

The KCNWCB appreciates your consideration of this request and we believe that this project would be money well spent in the fight against invasive plants. If you need further information or have any questions regarding the project, don't hesitate to contact our office. We thank you for this opportunity.