

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Sophie DeGroot, Noxious Weed Control Coordinator

DATE: September 25, 2023

SUBJECT: Noxious Weeds Control Contract: WA State Parks & Recreation Commission

STATEMENT OF ISSUE:

Noxious weeds are a threat to humans, animals, the economy, agriculture, recreation, and conservation in Jefferson County. One aspect of the Jefferson County Noxious Weed Control Board's role is to help public agencies control noxious weeds. State Parks face high risks of introduction of species due to high influxes of visitors from all over the Country. If noxious weeds are present at campsites and on trails, there is also a high risk of seeds or plant parts being picked up and brought to other Parks and campgrounds, as well as other Counties.

ANALYSIS:

Historically, the JCNWCB has had a contract to work at Fort Worden, paid for by the Friends of Fort Worden. This contract is separate from that and would provide support to Parks such as Fort Flagler, Fort Townsend, and Dosewallips State Park. This contract would help the State Parks in Jefferson County control noxious weeds when they are unable to do so due to understaffing or underqualified staffers.

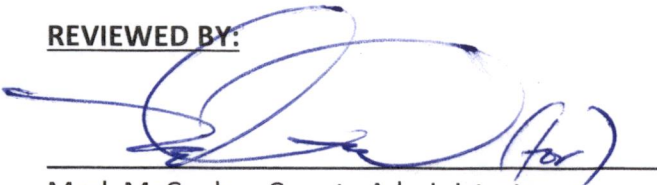
FISCAL IMPACT:

The funding for this contract will come from the Washington State Parks and Recreation Commission. The additional \$10,000 per year that this contract brings will help directly support the seasonal Noxious Weed Board employee.

RECOMMENDATION:

I recommend approval of this contract.

REVIEWED BY:



Mark McCauley, County Administrator

9.20.23

Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Department of Ecology - Washington Conservation Corps Contract No: WCC-2322

Contract For: WSU Ext - Noxious Weed

Term: 10/1/2023 - 9/30/2024

COUNTY DEPARTMENT: WSU Ext - Jefferson County Noxious Weed Control Board

Contact Person: Sophie DeGroot

Contact Phone: 360-316-9332

Contact email: sdegroot@co.jefferson.wa.us

AMOUNT: \$45,730

Revenue:

Expenditure: \$45,730

Matching Funds Required:

Sources(s) of Matching Funds:

Fund # 109

Munis Org/Obj:

PROCESS:

- ☒ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

21/Aug/2023
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

21/Aug/2023
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 8/22/2023.
Electronically approved by Risk Management on 8/31/2023.
State Dept of Ecology contract - cannot change.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 8/31/2023.
State contract. Some of the pages are loaded upside down - still need to fix that. Signature page incorrect - Brotherton is chair - PAO fixed that.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
Jefferson County Noxious Weed Control Board



AGREEMENT NO. IA 325-060

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "State Parks," and Jefferson County Noxious Weed Control Board hereinafter referred to as the "County".

This agreement is authorized to be entered into through Chapter 39.34 RCW, the Interlocal Cooperation Act.

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of State Parks and that the County can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The County shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

State Parks proposes to contract with the County to control noxious weed species as needed at parks located in Jefferson County.

State Parks and the county will confer and agree upon species and control approaches in advance of control treatments. Timing of control will be flexible and is dependent on weather and the appropriate growth state of each species. The county shall provide all necessary labor, equipment, materials, licensing, permitting, and reporting to complete weed control work on state park properties as requested. The county shall notify State Park's staff at least one week prior to conducting any work.

State Parks may provide support staff as possible. State Parks and the county may collaboratively map the distributions of the noxious weed species and conduct follow-up surveys to assess success rates.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of execution by the date of the last signing party, and be completed on December 31, 2026, unless terminated sooner as provided herein. Agreement shall automatically expire on December 31, 2026, unless otherwise extended by amendment.

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 estimated that the cost of accomplishing the work herein will not exceed **Thirty-Four Thousand, Two Hundred Three, and No/100ths Dollars (\$34,203.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in the table below:

Budget

Cost Code	Amount	Comment
31000	\$17,760	Date of Execution to June 30, 2025
31000	\$16,443	July 1, <u>2025</u> to Dec 31, 2026
TOTAL	\$32,203	

BILLING PROCEDURE

The County shall submit invoices no more often than monthly. Payment to the County for approved and completed work will be made by warrant or account transfer by State Parks within 30 days of receipt of the invoice. Upon expiration of the contract, 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.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. 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 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. 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 which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. 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 this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

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 fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

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, contract 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.

GOVERNANCE

This contract 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 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. statement of work; and
- c. any other provisions of the agreement, including materials 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 a 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.

PROJECT MANAGEMENT

The project representative 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 Project Representative for County is: Sophie DeGroot, Coordinator, (360) 316-9332, email: sdegroot@co.jefferson.wa.us

The Project Representative for State Parks is: Nathan Johnson, Parks Planner 3, (360) 316-9332, email: nathan.johnson@parks.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

Jefferson County Noxious Weed Control Board

By: 

Title: Sophie DeGroot
Noxious Weed Coordinator

Date: 9/7/2023

Washington State Parks and Recreation Commission

By: _____

Dylan Davis-Bloom
Title: Contracts Manager, State Parks

Date: _____

Approved As To Form:
William Van Hook
Asst. Attorney General
02/20/07

Board of County Commissioners
Jefferson County Washington

BY: _____
Greg Brotherton, Chair Date

BY: _____
Kate Dean, Commissioner Date

BY: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST: _____
Carolyn Galloway, Clerk of the Board Date

Approved as to form only:

Barbara D. Ehrlichman 09/15/2023
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney