

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, Interim County Administrator

FROM: Su Tipton

DATE: January 10, 2022

SUBJECT: MOU between Jefferson County Public Works and Jefferson County on behalf of Noxious Weeds Control Board.

STATEMENT OF ISSUE: The control of noxious weeds at the Jefferson County Solid Waste transfer station property 2022 through 2024.

ANALYSIS: Over the years of 2022, 2023, and 2024 Noxious Weeds Control will annually meet with Public Works staff to review area of work, deliverables, priorities and methods. Application of herbicides, through licensed staff, equipment to effectively control targeted species within the Solid Waste facility-property.

FISCAL IMPACT: Jefferson County Public Works agrees to pay the following annually to Jefferson County Noxious Weeds Control: 2022 \$2,500; 2023 \$2,625; 2024 \$2,756.

RECOMMENDATION: Recommend approval of this agreement.

REVIEWED BY:


Mark McCauley, Interim County Administrator

1/5/22
Date

MEMORANDUM OF UNDERSTANDING BETWEEN
JEFFERSON COUNTY PUBLIC WORKS SOLID WASTE
AND
JEFFERSON COUNTY NOXIOUS WEED CONTROL BOARD

This Agreement is made and entered into by and between the Jefferson County Noxious Weed Control Board, 121 Oak Bay Road, Port Hadlock, Washington, 98339, hereinafter referred to as "Weed Control Board" and the Jefferson County Solid Waste Facility, 325 County Landfill Road, Port Townsend, WA 98368, hereinafter referred to as "Solid Waste Transfer Station property". For the purposes of this Agreement, it is understood that all references to Transfer Station, Solid Waste or the Weed Control Board also include their appointed designee(s).

WHEREAS, Solid Waste, operates and maintains approximately 55 acres of property off Landfill Road including a waste transfer station in order to provide for safe and efficient handling of solid waste, and

WHEREAS, the Jefferson County Noxious Weed Control Board has a stated mission "To serve as responsible stewards of Jefferson County by protecting the land and resources from the degrading impact of noxious weeds," and

WHEREAS, the Weed Control Board has identified certain noxious weeds for control at the Solid Waste transfer station,

NOW, THEREFORE, pursuant to the above recitals, Solid Waste and the Weed Control Board (collectively hereinafter "Parties" to this Agreement) acknowledge and agree to work cooperatively in accordance with the following:

PURPOSE OF AGREEMENT

The purpose of this MOU Agreement is to define the obligations of both Parties related to the control of noxious weeds at the Solid Waste transfer station property for the term of this Agreement.

SCOPE OF WORK

The Parties shall undertake the work as set out in this document. The Public Works Department Solid Waste Division will, within the limitations of this MOU perform the following:

1. Participate in an annual meeting with Weed Control Board staff to review area of work, deliverables, priorities, methods, etc.
2. Provide access to Weed Control Board staff for control of noxious weeds within the Solid Waste transfer station property
3. Pay Weed Control Board in accord with the fee schedule for work completed

The Weed Control Board will, within the limitations of this MOU, perform the following:

1. Participate in an annual meeting with Public Works staff to review area of work, deliverables, priorities, methods, etc.
2. Apply herbicide through properly licensed staff, contractors, volunteers or other agencies with the appropriate personnel and equipment to effectively control targeted species within the Solid Waste transfer station property
3. Be solely responsible for the activities conducted by its staff, volunteers and/or contractors.
4. Submit an invoice once annually for work completed

TIME OF PERFORMANCE

Term of this MOU shall be effective through December 31, 2024

FEE SCHEDULE

YEAR	TOTAL ANNUAL FEE
2022	\$2,500
2023	\$2,625
2024	\$2,756

PROJECT ADMINISTRATION

Administration of this Agreement for Solid Waste shall be conducted by the Solid Waste Manager. For the Weed Control Board, the Agreement shall be administered by the Coordinator.

EMPLOYEES

All employees and volunteers remain employees of their respective agency at all times and shall perform work under the sole supervision of their agency.

RIGHT-OF-ENTRY

Weed Control Board staff may enter upon Solid Waste transfer station property to conduct weed control activity. All weed board volunteers, staff and personal are required to limit all site activities to facility operation hours Monday through Saturday from 9:00am to 4:30pm and must coordinate all site activities with the Solid Waste Division Operations Coordinator who is responsible for knowing who is on site at all times for site safety and security.

JOINT HOLD HARMLESS

Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a part to this MOU.

COMPLIANCE WITH LAWS

All work performed under this MOU shall comply with all federal and state laws, local laws and ordinances, and applicable permit requirements.

TERMINATION

Either party may terminate this MOU by giving written notice to the other, at the address first noted herein, of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

SEVERABILITY

Should any clause, phrase, sentence or paragraph of this MOU be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This MOU merges and supersedes all prior applications, representations, negotiations, approvals, and understandings between the Parties hereto relating to the subject matter of this MOU and constitutes the entire Agreement between the parties.

DEPARTMENT OF PUBLIC WORKS

NOXIOUS WEED CONTROL BOARD


Al Cairns
Solid Waste Manager

12/17/21
Date


Joost Besijn
Coordinator

12/17/21
Date


Monte Reinders
County Engineer/Public Works Director

12/17/21
Date

Approved as to Form Only:


December 28, 2021
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

DATED this _____ day of _____, 20_____.

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Kate Dean, Chair Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board