

FEB 16 2016



**INTERAGENCY AGREEMENT**  
**Between**  
**WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**And**  
**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES**

**CONTRACTS AND  
PROCUREMENT**

**AGREEMENT# IA 517-090**

**THIS AGREEMENT** is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Washington State Department of Natural Resources hereinafter referred to as the "CONTRACTOR".

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

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

**STATEMENT OF WORK**

The CONTRACTOR 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:

The WA State Parks and WA Department of Natural Resources (DNR) have been working cooperatively for several years to manage the invasive species found within the Columbia Hills area. In the past DNR has been working on both State Parks and DNR land to control the spread of invasive species within the Columbia Hills area. Most of this work has been done controlling knapweed and rush skeletonweed between Dalles Mountain Road on Columbia Hills SP and the southern end of Columbia Hills Natural Area Preserve (NAP). Work has been conducted by DNR staff, Klickitat County Weed Board, and several volunteers. The DNR actively treats all invasive species found on Columbia Hills NAP including knapweed, rush skeletonweed, Canada thistle, Russian thistle, and jointed goatgrass. Invasive species are best treated when the infestations are small and manageable. Yearly monitoring and treatments are necessary to reduce and even eliminate the invasive species found on the NAP. Controlling invasive species on the State Park land is important to ensure that these species do not move further up the hill into the rare plants and healthy native plant communities on the NAP.

The following list includes some priority areas to treat on Columbia Hills SP to help reduce these invasive species populations and stop them from spreading further up the hill onto the NAP.

Priority 1- Area south of the NAP boundary to the BPA powerline, Portions of Stacker Butte road to the NAP boundary, area within the oaks along 8 mile creek. This area includes populations of the state listed obscure buttercup (*Ranunculus triternatus*), state endangered and federal species of concern. Overall this species has been declining, while we have seen an increase in invasive species in certain areas where the obscure buttercup are found. It is important that we eliminate any invasive species that may outcompete the obscure buttercup for moisture and nutrients. This is a priority area for treatment conducted by NAP staff over the years and will continue to be a focal area for the DNR in the future. Because of the locations of knapweed,

rush skeletonweed and chicory near the rare plants, spot treatments of herbicide using a backpack sprayer would be the primary treatment method, ATV may be used in less sensitive areas.

Priority 2- Recently disturbed areas from wildfires (not pictured on map) and construction activities. These areas include the area around Crawford Oaks Trailhead and trail along 8 mile creek, dozer lines from fire suppression activities, and the construction area north of the house along Stacker Butte Road. These areas will need to be monitored for any new invasive species that may come in as a result of the recent disturbances. Spot treatments of herbicide using a backpack sprayer will be the primary treatment method.

Priority 3- Dalles Mountain Trailhead, old ranch house, farm equipment and along Stacker Butte to the State Parks house. The rush skeletonweed, knapweed, and cereal rye have been treated in the past in these areas by DNR staff, Klickitat County weed board and volunteers. Future treatments are necessary to continue the work already done. Cereal rye is currently not on the NAP and measures should be taken to limit the spread of this species onto the NAP. Herbicide treatments with ATV or backpack will be the primary treatment method. In some cases seeding with native grass seed may be necessary once the invasive species have been eliminated to restore the native plant communities that have been displaced.

Priority 4- Large populations of rush skeletonweed between Dalles Mtn road and the NAP boundary. Past treatments in these areas included herbicide application and hand pulling, but no treatment has been conducted in these areas since 2009. Two biocontrol agents for rush skeletonweed, gall mite and rust fungus, are present on the plants found within the Columbia Hills area. Because of the long distance to roads and limited access to these areas by ATV, biocontrol agents may be the best way to treat the rush skeletonweed. Biocontrol agents can be effective ways to reduce large populations of invasive species when herbicide application is not possible. While the biocontrol agents will not completely eliminate the invasive species they can reduce the spread of these species to new areas. Biocontrol agents will be released wherever the rush skeletonweed is found in these areas. Biological agents may be purchased or relocated from existing areas within Columbia Hills.

Treatment costs- this is an estimated cost of yearly invasive species treatment for these areas. While the initial treatment costs may be high, costs should be reduced over time as the invasive species have been eliminated. Work is dependent on funding and time available.

DNR will provide staff, backpack herbicide treatments, monitoring and mapping for new infestations of weeds at Columbia Hills and/ Dalles Mountain Ranch.

### **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on November 1, 2017, unless terminated sooner as provided herein. Agreement shall automatically expire on December 31, 2017, 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 **Ten Thousand, and No/100ths Dollars (\$10,000.00)**. 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.

### **BILLING PROCEDURE**

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by 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 CONTRACTOR is: Keyna Bugner, Eastside Assistant Ecologist, Telephone (509) 925-0906, Email Keyna.Bugner@dnr.wa.gov

The Project Representative for PARKS is: Andrew Fielding, Resource Steward, Telephone (509) 665-4312, Email Andrew.Fielding@parks.wa.gov

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**Washington State Parks and  
Recreation Commission**

**Washington State Department of  
Natural Resources**

By: *Michael P. Blaine*

By: *Andrew Weiler*

Title: Chief Financial Officer

Title: SE Region Manager

Date: 2/16/16

Date: 2/11/16

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

**RECEIVED ON**

**FEB 16 2016**

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PROCUREMENT**