TECHNICAL SUPPORT AGREEMENT
BETWEEN
THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
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 Noxious Weed Control Board, hereinafter referred to as the "County" for the purpose of certifying weed free hay and mulch produced in Kittitas County to the standards of the Washington Wilderness Hay and Mulch Program (WWHAM), as formerly implemented by the Washington State Noxious Weed Control Board and the Washington State Weed Coordinators' Association. This Agreement is intended to apply when the County performs the inspections and WSDA approves the certification based on the inspection form submitted to WSDA by the County. This Agreement is further entered into as provided for under the Interlocal Cooperation Act, RCW 39.34.

1. The County Agrees:

A. The County will conduct hay and mulch inspections for Kittitas County growers applying for certification under the WWHAM program, using procedures of the North American Weed Free Forage Program (NAWFF) of the North American Weed Management Association. These procedures include the following:

B. Prior to inspection the County will inform the grower that the County will perform the inspection and that WSDA will issue approval upon receipt and review of a pre-numbered, WSDA-supplied WWHAM Certificate of Inspection form ("inspection form") after verifying that the inspected fields qualify for certification. The County's inspection will begin when the grower agrees to this procedure.

   i. The County will inspect the applicant's fields, including the buffer zone surrounding the fields, within 10 days prior to cutting or harvesting.

   ii. The inspection shall include inspecting the entire perimeter of the field and making a minimum of 2 entry points of at least 150 feet into the field with an additional entry point for each 10 acres.

   iii. The County will record all necessary inspection information on an inspection form. The format for the inspection form is attached as Appendix B.

   iv. The County will identify noxious weeds (listed in Appendix A) in the inspected fields or the area surrounding the inspected fields, and list them on the inspection form.

   v. The County will inspect the site where the hay or mulch will be stored making sure it is safe from infestation.

C. Fields which contain any noxious weeds listed in Appendix A may be certified if conditions of either i or ii below are fulfilled. Treatment methods can include burning, cutting or roguing, mechanical methods or chemical treatment, as appropriate. The County must document on the inspection form if these conditions apply.

i. The field was treated to prevent noxious weed seed formation or noxious weed seed ripening, and there is no danger of seed ripening.
ii. The noxious weeds in the field are treated no later than rosette to bud stage (boot stage for grasses), prior to cutting or harvesting.

D. The County will document compliance with the WWHAM standards by completing a WWHAM Certificate of Inspection form and providing copies to both WSDA and the grower.

2. WSDA agrees to:

A. Certify hay and mulch inspected by the County under this Agreement upon WSDA review of the inspection form and determination that the inspection form documents that the hay and mulch meets or exceeds the minimum standards of WWHAM. WSDA reserves the right to deny certification or to request further information from the County or the grower if WSDA has questions or concerns about the inspection information.

B. Upon WSDA approval, based on information obtained from the County on the inspection form, provide NAWMA-approved twine, tags and certificates to certified growers at cost. WSDA will coordinate with the grower regarding the grower's request for twine, tags and certificates. The twine, tags and certificates will be used by growers to maintain the identity of the certified hay and mulch.

C. List growers and dealers of certified WWHAM hay and mulch on the WSDA website.

D. If requested by the County, provide inspection services at fees established in WAC 16-470 to applicant growers in Kittitas County. If WSDA provides WWHAM inspection services in the County, the County's responsibilities under this Agreement are superseded for WSDA-performed inspections.

E. Take actions needed to maintain recognition of WWHAM by NAWMA.

F. Deny or revoke certification for hay or mulch that fails to meet the minimum standards of WWHAM.

3. Designated representatives. The following persons are designated by the parties as the authorized contact for communicating between WSDA and the County. Either party may change or add alternate contact persons upon written notification.

WSDA Contact:
Name: Thomas L. Wessels, Program Manager
Address: PO Box 42560, Olympia, WA 98504
Email: twessels@agr.wa.gov
FAX: (360) 902-2094
Phone: (360) 902-1984

County Contact:
Name: Todd Davis, Coordinator
Address: 507 N Nanum, Room #26, Ellensburg, WA 98926
Email: todd.davis@co.kittitas.wa.us
FAX: (509) 962-7033
Phone: (360) 962-7007

4. Terms of Agreement

The Agreement shall commence upon the day last signed and executed by the representatives of the parties to this Agreement and shall remain in effect until it expires or until it is otherwise terminated, whichever occurs first. Termination of this Agreement may be made without cause by either party upon thirty (30) day written notice. If for any cause, either party does not fulfill in a timely and proper manner its obligation under this Agreement, or if either party violates any of the terms and conditions, this Agreement may be terminated immediately by written notice of one party to the other.

5. No payment shall be made to either party by the other party as a result of this Agreement.

6. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees or agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to the Agreement.

7. General Provisions

A. Either party may request amendments to this Agreement. Any changes, modifications or amendments to this Agreement which are mutually agreed upon by and between the parties, shall be incorporated by written instrument, executed and signed by both parties to this Agreement.
B. The County is prohibited from contracting out or delegating inspections performed under this agreement to persons other than qualified county employees.
C. Applicable law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of Washington State. The courts of the State of Washington shall have jurisdiction over any action arising out of this Agreement and over the parties.
D. Entirety of Agreement. This Agreement, consisting of four (4) pages, Appendix A, Appendix B, and the referenced NAWFF standards represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
E. Prior Approval. This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement.
F. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
G. Third Party Beneficiary Rights. The parties do not intent to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties of this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's

performance or failure to perform any terms of conditions of this Agreement or to bring an action for the breach of this Agreement.

H. Signatures. In witness thereof, the parties of this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page. This Agreement will expire on May 31, 2013.

WASHINGTON WILDERNESS HAY AND MULCH PROGRAM

WSDA Representative: Thomas Wessels, Program Manager

Signature_____ Date _____

PO Box 42560
Olympia, WA 98504-2560

(360) 902-1984
(360) 902-2094
twessels@agr.wa.gov

County Representative: Todd Davis

Signature _____ Date _____

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