

Jefferson County  
Board of Commissioners  
Agenda Request

**To:** Board of Commissioners  
Philip Morley, County Administrator

**From:** Frank Gifford, Public Works Director *FG*

**Agenda Date:** March 12, 2012

**Subject:** Agreement - Public Works/Weed Control Board

---

**Statement of Issue:** Execution of a 5-Year Agreement between Jefferson County (Public Works) and the Jefferson County Weed Control Board.

**Analysis/Strategic Goals/Pro's & Con's:** A transfer of \$4,000 will be made annually from the Road Fund to the Weed Control Board. The Weed Control Board will conduct weed control on County road right-of-way. The Weed Control Board has the expertise and knowledge to address the highest priority weed sites. The Weed Control Board may engage its own staff, contractors, or other agencies (such as the Washington State Department of Transportation spraying crew/truck) to perform work.

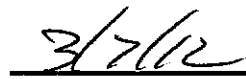
**Fiscal Impact/Cost Benefit Analysis:** \$4,000

**Recommendation:** Please sign the 3 original Agreements attached and return to Public Works for further processing.

**Department Contact:** Monte Reinders P.E., County Engineer

**Reviewed By:**

  
Philip Morley, County Administrator

  
Date

AGREEMENT BETWEEN  
JEFFERSON COUNTY PUBLIC WORKS  
AND  
JEFFERSON COUNTY NOXIOUS WEED CONTROL BOARD

This Agreement is made and entered into by and between Jefferson County acting through the Department of Public Works, 623 Sheridan Street, Port Townsend, Washington 98368, hereinafter referred to as "Public Works" and the Jefferson County Noxious Weed Control Board, 201 West Patison Street, Port Hadlock Washington 98339, hereinafter referred to as "Weed Control Board". For the purposes of this Agreement, it is understood that all references to Public Works or the Weed Control Board also include an appointed designee(s).

**WHEREAS**, Jefferson County, through its Public Works Department (Roads Division), operates and maintains approximately 400 miles of public roads in order to provide for safe and efficient transportation of people and goods, 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 requiring control on County road right-of way,

**NOW, THEREFORE**, pursuant to the above recitals, Public Works 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 Agreement is to define the obligations of both Parties related to weeds in the County right-of-way for the term of the Agreement.

SCOPE OF WORK

The Parties shall undertake the work as set out below.

The Public Works Department (Roads) will, within the limitations of this agreement, perform the following:

1. At the beginning of each calendar year for the duration of the agreement, transfer a cash amount of Four Thousand Dollars (\$4,000) from the Road Fund to the Weed Control Board Fund for the purpose of controlling listed noxious weeds on County road right-of-ways.

2. Use County mowing equipment, as available within the constraints of other scheduled work, to mow weeds within the right-of-way where identified by Weed Control Board staff at the appropriate time to prevent seeding.
3. Report locations of noxious weeds to Weed Control Board staff.
4. Participate in meetings with Weed Control Board staff at least two times per year to review work deliverables, priorities, methods, etc.

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

1. Utilize the \$4,000 cash transfer only for the purpose of controlling listed noxious weeds within County right-of-way by means of employing staff, contractors, or other agencies with the appropriate personnel and equipment to effectively control targeted species.
2. Be solely responsible for the activities conducted by its staff and/or contractors within the right-of-way.
3. If using herbicides, will notify adjacent property owners and the Public Works Department prior to use and resolve any concerns of the property owners prior to proceeding.
4. If using herbicides, will conduct work with properly licensed and trained staff or contractors.
5. Will schedule and participate in at least two meetings per year with Public Works staff to review work deliverables, priorities, methods, and also report on what was accomplished and how the cash contribution was used.

#### TIME OF PERFORMANCE

This Agreement shall be effective for calendar years 2012 through 2016, a period of five (5) years.

#### PROJECT ADMINISTRATION

Administration of this Agreement for Public Works shall be conducted by the Public Works Director or his designee. For the Weed Control Board, the Agreement shall be administered by the Coordinator.

#### EMPLOYEES

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

#### PAYMENT

A fixed transfer of Four Thousand Dollars (\$4,000) will be made from the Public Works Road Fund to the Weed Control Board Fund at the beginning of each calendar year during the period of this Agreement to be used for the purposes outlined in this Agreement. The Parties agree that this shall

constitute the full financial obligation of Public Works with respect to this issue for the duration of the Agreement.

#### RIGHT-OF-ENTRY

Weed Control Board staff may enter upon County road right-of-way to conduct weed control activity. Weed Control Board staff shall record when and where work was performed and shall make these records available to the Public Works Department. Prior to using herbicides in the right-of-way, Weed Control Board staff shall notify adjacent property owners and Public Works.

#### JOINT HOLD HARMLESS

Each party to this Agreement shall be responsible for damage to persons or property resulting from 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 Agreement.

#### COMPLIANCE WITH LAWS

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

#### TERMINATION

Either party may terminate this Agreement 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 Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

#### ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

COUNTY OF JEFFERSON  
WEED CONTROL BOARD

  
\_\_\_\_\_  
Chairman, Weed Control Board

COUNTY OF JEFFERSON  
BOARD OF COMMISSIONERS

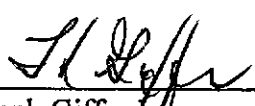
\_\_\_\_\_  
John Austin, Chairman

\_\_\_\_\_  
Phil Johnson, Member

\_\_\_\_\_  
David Sullivan, Member

Approved as to form only this 27<sup>th</sup>  
day of JANUARY, 2012.

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

  
\_\_\_\_\_  
Frank Gifford  
Public Works Director