Resolution No. 2012-07

Ferry County Commissioners
And
Ferry County Weed Control Board

RAIL CORRIDOR NOXIOUS WEED CONTROL AGREEMENT

This agreement made and entered into, effective May 3, 2010, between the Ferry County Commissioners and the Ferry County Noxious Weed Control Board (hereinafter called the Weed Board). This Agreement is entered as provided for under RCW 39.24, the Interlocal cooperation Act.

WHEREAS, RCW 17.10.060 provides that an Active Noxious Weed Control Board has the authority to administer the County's noxious weed control and eradication program; and,

WHEREAS, RCW 17.10.140 requires all land owners to control noxious weeds growing on their property; and,

WHEREAS, by Resolution NO. 2012-07 , dated this 16th day of April , 2012, the Board of Ferry County Commissioners has approved entering into this agreement.

WHEREAS, the spread of noxious weeds pose a serious threat to the agricultural, wildlife habitat, bio-diversity, property value and aesthetic value of lands within the boundaries of Ferry County; and,

WHEREAS, the effective minimization of the threat necessitates an efficient Rail Corridor vegetation management program on Ferry County Rail Corridor; and,

WHEREAS, the Rail Corridor vegetation management program would be more efficient if the Ferry County Commissioners and the Weed Board coordinate their resources.

NOW, THEREFORE IT IS AGREED:

1. The Weed Board will provide the vehicle(s), personnel and equipment necessary to carry out this agreement.
2. Ferry County Commissioners or their designates will reimburse the Weed Board for all herbicides, vehicle(s) and personnel costs for noxious weed control work only along the County Rail Corridor. The Weed Board will provide the Ferry County Commissioners with itemized billings of actual work performed. Total costs will not exceed $5000 for the 2012 spray season without the written authorization of the Ferry County Commissioners.
3. All additional vegetation management work, ie: bare ground, non noxious weed and other non-mandatory vegetation control work, will be in addition to this amount and at the written request of the Ferry County Commissioners.
4. The Weed Board will provide supervision of the overall Rail Corridor spray program and determine the technical and operational procedures.

EX. 1

5. The duration of this Agreement is: one year with this Agreement automatically terminating on December 31, 2012.

6. Either party to this Agreement can terminate such Agreement by giving notice in writing to the other party. The Agreement shall be terminated thirty (30) days following the receipt of such written notice.

7. This Agreement shall apply to the Ferry County Rail Corridor including the Tiger Pathway and rail bed extending to the Canadian Border, under control of the Ferry County Commissioners that lie within the common boundaries of Ferry County.

Dated this 16th **day of** April**, 2012.**

Craig Lamberson

Chair, Ferry County Noxious Weed Control Board

FERRY COUNTY COMMISSIONERS
FERRY COUNTY, WASHINGTON

Brad L. Miller

BRAD L. MILLER,

BRIAN DANSEL, CHAIRMAN

absent

ROBERT L. "BOB" HEATH,

ATTEST:

Hayley L. Aubertin

Hayley Aubertin, Clerk of the Board