

<p style="text-align: center;">STATE INTERAGENCY AGREEMENT</p>	<p>Organization and Address: Palouse Conservation District 1300 NE Henley Court Pullman, Washington 99163</p>
<p>AGREEMENT NUMBER</p> <p style="text-align: center;">GCA 6347</p>	<p>Description of Work: Provide plant establishment work on the Patterson, Jorstad, and Sunshine wetland mitigation sites along Paradise Creek for impacts related to the SR 270 Pullman to the Idaho State Line project between MP 7.35 and MP 9.87.</p>

THIS AGREEMENT, is made and entered into, between the STATE OF WASHINGTON, Department of Transportation, hereinafter "WSDOT", and the Palouse Conservation District, acting by and through its Manager, hereafter "PCD."

WHEREAS, WSDOT has a need for assistance in weed control for wetland mitigation areas, wetland and upland plantings, bank stabilization, geotextile removal, minor trash removal, and other like work, and

WHEREAS, the PCD has knowledge, abilities, and personnel to perform these services, or has existing contracts in place for obtaining the personnel, and has agreed to assist WSDOT by performing the above work within Whitman County.

NOW THEREFORE, pursuant to chapter 39.34 RCW, and in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I
GENERAL

PCD shall provide one or more crews to perform manual labor tasks and selective herbicide treatments to meet the "Mitigation Standards of Success" for these mitigation sites found in Attachment "A", attached hereto and by this reference made a part of this Agreement. The crews will perform the work outlined in Section III, SCOPE OF WORK. All work shall be performed under the direct supervision of PCD management. The PCD shall provide its own hand tools, safety clothing, other worksite needs, fuel, and transportation to and from the work sites.

II
TIME FOR BEGINNING AND COMPLETION

The work to be performed under this Agreement shall commence upon execution of this Agreement and shall terminate on 30 June 2015 unless terminated sooner as authorized below.

III SCOPE OF WORK

PCD will maintain the Jorstad, Sunshine, and Patterson wetland mitigation sites and their buffers in a manner that prevents all weeds from going to seed or shading desirable vegetation, and to enhance the native woody vegetation so that the sites will reach their "Mitigation Standards of Success" as shown in Amendment "A". These sites are described in the header box titled "Description of Work" and are further shown in Exhibit "B", "MAPS" attached hereto and by this reference made a part of the Agreement.

The types of work to be assigned shall include the following:

1. Maintain desirable wetland and upland vegetation.
2. Weed control at wetland mitigation sites using hand pulling, weed-eaters, herbicide applications, or other methods.
3. Plant emergents, grass, shrubs, and trees within the wetlands, uplands, and stream buffers when requested.
4. Perform slope stabilization using soil bioengineering techniques when requested.
5. Staged removal of geotextile from native plants and disposal of the geotextile at an approved location offsite.
6. Minor litter removal from the mitigation sites and recycling or disposal at an approved location offsite.
7. Perform other related labor types of work as requested by WSDOT and agreed to by the PCD.

PCD shall record all pesticide applications and provide WSDOT with the application records by 1 November of each year. PCD shall supply WSDOT with a copy of the Pesticide Operator's license before commencing work involving chemical pesticides.

PCD shall note on the site plans the locations of plants planted at the end of each planting season and send them within 30 days to:

Sandy Salisbury, LA
Headquarters Roadside & Site Development Office
PO Box 47329
Olympia, WA 98504-7329

salisbs@wsdot.wa.gov
(360) 705-7245

WSDOT shall supply plant materials, including grass seed, live plants, and live stakes.

WSDOT shall be responsible for site inspection and approval and acceptance of the work performed. WSDOT shall coordinate with PCD prior to performing inspections.

IV TERMINATION

Either WSDOT or PCD may terminate this Agreement upon 30 days written notice to the other party. In the event of termination under this section, the parties will be responsible for completing the obligations incurred under this Agreement up to the date termination becomes effective. WSDOT shall reimburse PCD for actual cost of all work completed up to the date of termination according to Section V, PAYMENT AND BILLING, of this Agreement. If PCD has already received more than the actual direct and related indirect costs of the work performed, WSDOT shall notify PCD, and PCD agrees to reimburse the over payment to WSDOT within thirty days (30) of the termination date.

V PAYMENT AND BILLING

The parties have estimated that the actual direct and related indirect cost of accomplishing the work herein will not exceed One Hundred, Nine Thousand Dollars (\$109,000) for the 2009-2011 biennium, without prior written request and approval according to Section VIII, EXTRA WORK, of this Agreement. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Funding for the remaining years of the Agreement shall be provided by Amendments to the Agreement as it becomes available. If no additional funds are made available, WSDOT may terminate the Agreement according to Section IV, TERMINATION, of the Agreement.

WSDOT agrees to pay PCD Eight Hundred Dollars (\$800) per crew day for the actual direct and related indirect costs of the work. A crew shall consist of a minimum of ten persons including the crew supervisor. This fee also includes tools, transportation, and fuel as needed. Payment for herbicide chemicals or biological controls shall be billed separately. Payments shall be made by WSDOT when invoices received by the PCD have been reviewed and approved for payment. These payments are not to be more frequent than one (1) per month and shall not exceed Nine Thousand, Six Hundred Dollars (\$9600) per month for crew day costs and chemicals without prior written consent by WSDOT. PCD shall work only during the growing season between April and

October of each year without prior written consent by WSDOT.

It is agreed that any partial payment will not constitute agreement as to the appropriateness of any work and that all required adjustments will be made and reflected in a final payment. Upon expiration of the contract, any claim for payment not already made, shall be submitted within 25 days after the expiration date or the end of the fiscal year, whichever is earlier.

Invoices shall be mailed or emailed to:
Sandy Salisbury
Headquarters Roadside & Site Development Office
PO Box 47329
Olympia, WA 98504-7329

salisbs@wsdot.wa.gov
(360) 705-7245

VI RECORDS MAINTENANCE

During progress of the work and for a period not less than three (3) years from the date of final payment to PCD, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by WSDOT and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim or audit is commenced, the records and accounts along with supporting documents shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three (3) year retention period.

VII HOLD HARMLESS

PCD shall protect, defend, indemnify, and hold harmless WSDOT, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from PCD's work to be performed or performed pursuant to the provisions of this Agreement. PCD will not be required to indemnify, defend, or save harmless WSDOT if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the WSDOT. Where such claims, suits, or actions result from concurrent negligence of both parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. This indemnification shall survive the termination of this Agreement.

VIII
EXTRA WORK

Payment and/or reimbursement to PCD for any costs not shown in this agreement shall require a written modification to this Agreement signed by the contracting officers of both parties prior to beginning any of the work to be covered by the amendment.

IX
DISPUTES

In the event that a dispute arises under this Agreement which cannot be resolved between the parties, the dispute shall be settled in the following manner: Each party to this Agreement shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member to the dispute board who is not employed by or affiliated in any manner with the two parties to this Agreement. The dispute board shall evaluate 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. Each party shall be responsible for its own costs and also agree to share equally in the costs of the third party.

X
VENUE

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington

XI
RIGHT OF ENTRY

WSDOT hereby grants to PCD the right of entry upon all lands, subject to this Agreement, which the state has interest: wetland mitigation sites and lands, within or adjacent to the right of way of the highway, for the purpose of maintaining said property.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the last date signed below by the parties.

PALOUSE CONSERVATION DISTRICT Signature: <u>Larry Cochran</u>	STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION Signature: <u>[Signature]</u>
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Printed Name: LARRY COCHRAN
Title: Chairman
Date: 9/8/09

Printed Name: GLENN WAGEMANN
Title: ENGINEERING MANAGER
Date: 9/23/09

Approved as to form:
Steve Krosinski 31 August 2009
Assistant Attorney General Date

ATTACHMENT A
MITIGATION STANDARDS OF SUCCESS
SR 270 PULLMAN to the IDAHO STATE LINE

4.1.5 Regulatory Compliance: Goals, objectives, performance measures, success standards and monitoring, contingency and maintenance plans.

WSDOT staff will monitor the mitigation site for ten years after installation. If all the success standards are achieved in less than ten years monitoring, WSDOT may terminate monitoring with approval of the review agencies. Quantitative monitoring will be completed and documented one, three, five, seven and ten years after construction. WSDOT will also complete qualitative assessments of the mitigation sites on years two, four, six, eight and nine for adaptive management purposes only. The monitoring site will include the created wetland, buffer and the enhancement area along the existing stream channel. The monitoring will determine if the performance measures or success standards have been met. If they have not been met, adaptive management will be implemented. Monitoring and adaptive management will continue every year beyond the ten years of monitoring until the success standards are met. Monitoring reports will be submitted to the Corps of Engineers, Washington State Department of Ecology, and Whitman County for review and comment.

Monitoring methods have been established by WSDOT's monitoring group and are based primarily on Elzinga *et al.* 1998. The methods are documented in annual monitoring reports prepared by WSDOT's Wetlands monitoring group based in the Environmental Services Office in Olympia, Washington. Some variation of the methods occurs annually as techniques are improved. General descriptions of the methods used are provided below. Values provided are the minimum necessary to achieve the success standard.

WSDOT anticipates the mitigation goals will be accomplished with the construction and installation of the mitigation design as shown on the grading and planting plans. Contingency actions, however, may be needed to correct unforeseen problems. Any same-species replacements made after permit issuance can be mentioned in the next monitoring report, any substantive changes must be coordinated with the ACOE and DOE before replacement. Contingency revisions require coordination with the ACOE and DOE. Failure to meet the proposed standard must be included, with each monitoring year report in order to approve contingency changes to the mitigation.

WSDOT will meet the following objectives by achieving the stated success standards. Performance measures will be used to verify that the mitigation is on track to achieve the success standards.

Created Wetland

Hydrology

Performance Measures

Years 1, 3, 5 and 7

The soils will be saturated to the surface, or ponded water will be present for at least 3 consecutive weeks (10 percent) of the growing season in years when rainfall meets or exceeds the 30-year average.

Success Standard

Year 5

The wetland area will have an interim delineation performed using methodology set forth in the *Washington State Wetlands Identification and Delineation Manual* (Ecology, 1997) to assure that the mitigation site is successful. Adaptive management will occur if the wetland sites are not performing as expected.

Year 10

The wetland area will be delineated using methodology set forth in the *Washington State Wetlands Identification and Delineation Manual* (Ecology, 1997) to assure that the mitigation site contains no less than created wetland acreage listed in the objective above.

Vegetation

Performance Measures

All Years:

No more than 30% coverage by the following non-native invasive species on the entire site: reed canarygrass (*Phalaris arundinacea*), non-native blackberries (*Rubus* sp.), and Scotch broom (*Cytisus scoparius*). Other invasive, non-native species will also be controlled if a problem becomes apparent on the mitigation sites.

Year 1

- 100% survival of planted woody species at the end of the first year plant establishment period. If all dead woody species plantings are replaced, the performance measure will be met.

Year 3

- Native woody species will maintain a density of four plants per 100 square feet in scrub-shrub (PSS) and forested (PFO) creation areas.

Year 5

- Native fac and wetter herbaceous vegetation will achieve 50% coverage in emergent (PEM) creation areas.
- Native woody species will achieve 35% coverage in scrub-shrub (PSS) and forested (PFO) creation areas.
- Two native woody plant species will achieve 5% or greater relative cover in the forested and scrub-shrub wetland creation areas.

Year 7

- Native woody species will achieve 50% coverage in scrub-shrub (PSS) and forested (PFO) creation areas.
- Two native woody plant species will achieve 5% or greater aerial cover in the forested and scrub-shrub creation areas ..

Success Standards

Year 10

- Native woody species will achieve 60% coverage in scrub-shrub (PSS) and forested (PFO) creation areas.
- Two native woody species will achieve 5% or greater relative cover in the forested and scrub-shrub wetland creation areas.

Vegetation

Performance Measures

Year 1:

- The vegetation will achieve 100% survival of planted woody species at the end of the of the first year plant establishment period. If all dead woody species plantings are replaced, the success standard will be met.

Year 3

- The native woody species will maintain a density of four plants per 100 square feet in buffer areas.

Year 5

- Native woody species will achieve 30% coverage in buffer areas.
- Two native woody plant species will achieve 5% or greater relative cover in buffer areas.

Year 7

- Native woody species will achieve 40% coverage in the buffer areas.
- Two native woody plant species will achieve 5% or greater relative cover in buffer areas.

Success Standards

Year 10

- Native woody species will achieve 50% coverage in the buffer areas.
- Two native woody plant species will achieve 5% or greater relative cover in buffer areas.

Maintenance Plan

WSDOT will retain ownership of the sites in perpetuity, and maintenance will be conducted on an as-needed basis by department personnel or designates. The Paradise Creek watershed is overrun with reed canarygrass and suppression/control of this invasive plant will require careful site preparation and active maintenance.

Maintenance activities shall include noxious weed control and may include mulching, fertilizing, supplemental watering, maintaining access, repairing damage from vandals, correcting erosion or sedimentation problems, or litter pickup. While complete elimination of reed canarygrass from the mitigation sites may not be possible, it should be controlled sufficiently to ensure survival of the native planted species until they can effectively compete. Supplemental water is included in the first year of plant establishment and includes care of all replacement plants installed during the first year. Maintenance of the sites will continue until it has been determined that they meet success standards.

Contingency Plan

If the mitigation plan is not meeting its performance measures, implementation of the contingency plan may be necessary. These contingencies include:

Hydrology

Failure to meet the proposed hydrology standard of success may result in some or all of the following contingency actions:

- Consult wetland experts and permitting agencies to determine an appropriate course of action.

- Grading revision - Site elevations may need to be adjusted in order to achieve specified water depths across the site.

Vegetation

Failure to meet the proposed vegetation standard of success will result in some or all of the following contingency actions:

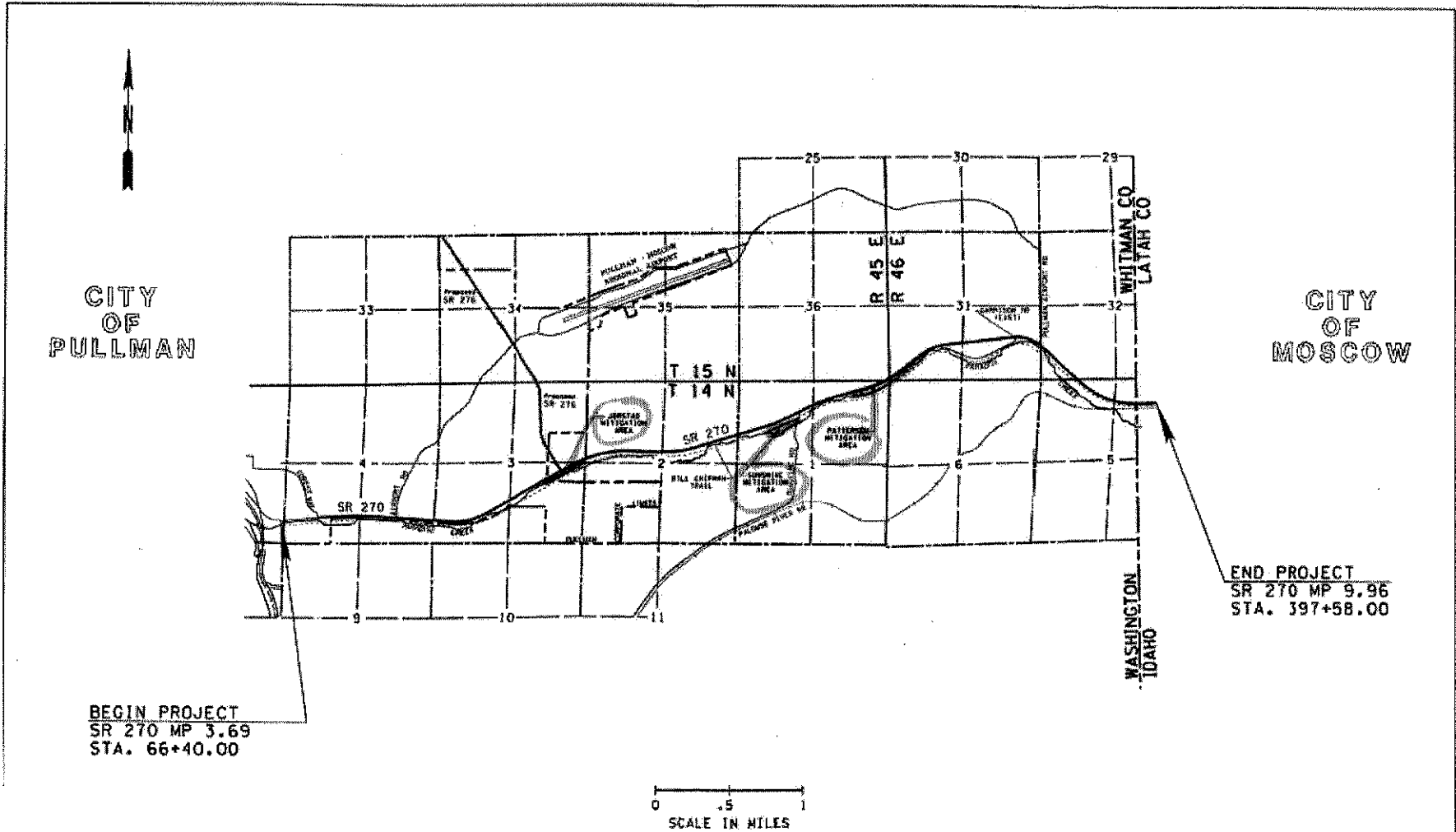
- Plant additional vegetation - Additional planting may be required to meet plant survival or cover standards. Plant species will be evaluated in relation to site conditions to determine if plant substitutions will be required.
- Weed control-- Control of competitive weed/invasive species may be required if plant survival or cover standards are not met. Methods of weed control could include hand or mechanical weeding, mulching, or herbicide application.
- Herbivore control - If vegetation cover or survival standards are not met because of animal browsing, the wildlife responsible will be identified and appropriate damage control methods employed. Possible control methods include fencing, use of repellents, and temporary barriers.
 - Contingency revisions require coordination with the Corps. Failure to meet the proposed standard must be included with each monitoring year report in order to approve contingency changes to the mitigation.

Wildlife Structures

Wildlife structures will be installed during construction activities, and will be monitored to verify condition.

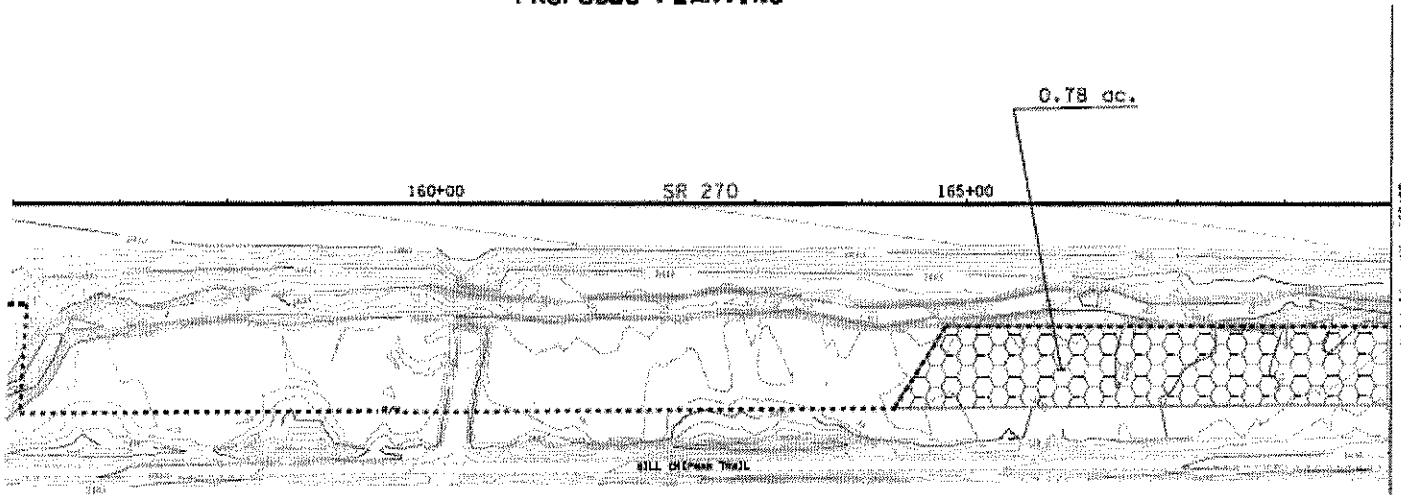
- Replace or repair missing or damaged structures – if habitat structures become vandalized, are missing, or are functionally damaged, they will be repaired or replaced as necessary.

Exhibit B – Maps



FILE NAME: 02450071aWork\SR 270 3 Lanes\don S lines\Wetland Mitigation\Wetland Vicinity Map.dgn		PROJECT STATE: TO WASH		FED. AID PROJ. NO.:				SR 270 PULLMAN TO IDAHO STATE LINE		PLOT 1
DESIGNED BY: J. QUALLEY, PE	ENTERED BY: J. HOOPER	CHECKED BY: M. PEA	PROJ. ENGR.: G. WAGTMANN, PE	REVISION:	DATE: 97			VICINITY MAP		VI
TIME: 8:11:12 AM	DATE: 12/12/2005	CONTRACT NO.:	LOCATION NO.:	L3502						VI
REGIONAL ADM.: J.C. LINDL, PE										


JORSTAD MITIGATION SITE PROPOSED PLANTING



LEGEND

RIGHT OF WAY *****

WETLAND BOUNDARY -----

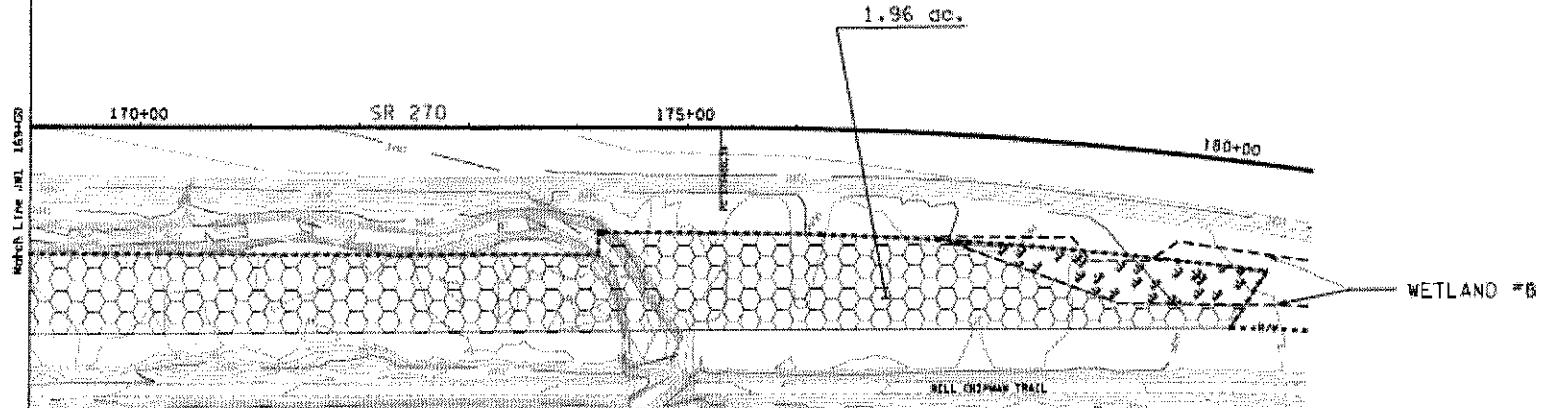
 RIPARIAN BUFFER PLANTINGS

QUANTITIES FOR ENTIRE JOBSTAD MITIGATION SITE SHOWN IN SHEET 160

0 100 200
SCALE IN FEET

FILE NAME: D:\WORK\2008\2770\2770 Mitigation\2770 Mitigation\2770 Mitigation.dwg DATE: 12/09/2008 PLOTTED BY: ad11ba DESIGNED BY: J. QUAMBY CHECKED BY: S. SMITHSON, L.A. PROJ. ENGR.: C. SMITHSON, M.E. REGIONAL ADM.: J.C. LINDSEY, M.E.	REVISION DATE BY	FEDERAL AID PROJ. NO. ID WASH LINDSEY, M.E.	 <p>Washington State Department of Transportation</p>	SR 270 PULLMAN TO IDAHO STATE LINE JORSTAD MITIGATION	SHEET 1 OF 2
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JORSTAD MITIGATION SITE PROPOSED PLANTING



Disturbed Area's Struck and Proposed Wetland (0.19 acres)

PRUNE Cracking Aspen (Populus tremuloides)	5 FT OC	1 GAZ	50
PRUNE Water Birch (Betula occidentalis)	5 FT OC	40 CU IN	50
PRUNE Douglas-Hickory (Fraxinus ssp. glauca)	4 FT OC	40 CU IN	50
PRUNE Black cottonwood (Populus balsamifera ssp. nigra)	5 FT OC	2 R Stakes	55
PRUNE Pacific Willow (Salix lasiolepis)	5 FT OC	2 R Stakes	50
PRUNE Scrub Willow (Salix serotina)	4 FT OC	2 R Stakes	100
PRUNE Coyote Willow (Salix nigra)	4 FT OC	40 CU IN	100
PRUNE Woodruff (Rosa woodsii)	4 FT OC	40 CU IN	100
PRUNE Red Choke Dogwood (Cornus sericea)	4 FT OC	40 CU IN	100



RIPARIAN BUFFER (0.74 acres)

PRUNE Chin Cherry (Prunus virginiana)	5 FT OC	40 CU IN	1,070
PRUNE Black cottonwood (Populus balsamifera ssp. nigra)	5 FT OC	3 R Stakes	200
PRUNE Black Highberry (Vaccinium corymbosum)	4 FT OC	40 CU IN	1,070
PRUNE Wax Currant (Ribes cereum)	4 FT OC	40 CU IN	1,070
PRUNE Red Currant (Ribes cereum)	4 FT OC	40 CU IN	1,070
PRUNE N. hirsutum (A. canadensis)	4 FT OC	40 CU IN	1,070
PRUNE Black Highberry (Vaccinium corymbosum)	4 FT OC	40 CU IN	1,070
PRUNE Woodruff (Rosa woodsii)	4 FT OC	40 CU IN	1,070

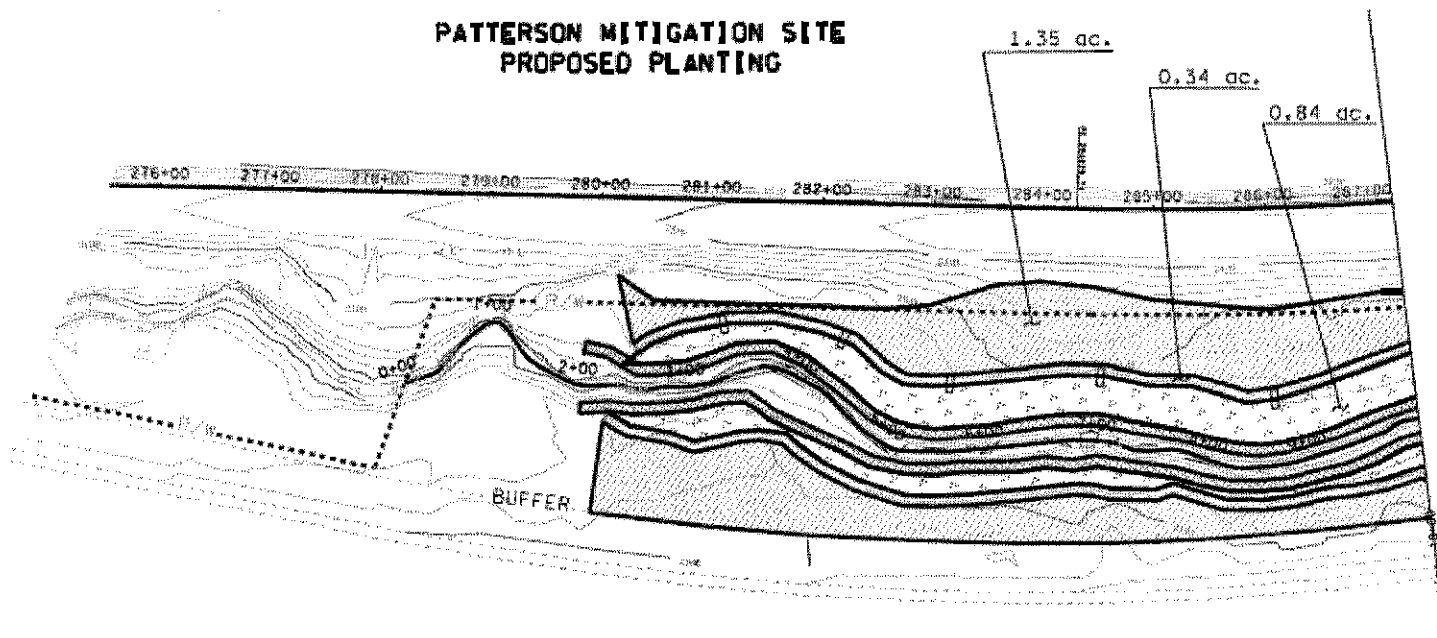
LEGEND

RIGHT OF WAY *****

MITIGATION SITE BOUNDARY _____

FILE NAME: G:\A\A\K\W\270\270 Wetland Mitigation\SR 270 Environmental\Jorstad Planting plan 0-5-08.doc DATE: 10/30/08 AM DATE: 12/15/2008 DESIGNED BY: J. GUARNEY ENTERED BY: B. SWANSON CHECKED BY: S. SANDRETTI, LA PROJ. ENGR: C. SIMONSON, PE REGIONAL ADM.: J.C. LINDA, PE	WASH STATE DEPT. OF TRANSPORTATION	FEDERAL PROJECT NO.	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	SR 270 PULLMAN TO IDAHO STATE LINE JORSTAD MITIGATION	PLOT: SHEET: TOTAL SHEETS:
REVISION	DATE	BY	DATE	BY	

PATTERSON MITIGATION SITE PROPOSED PLANTING



Planting Method	Species	Type	Quantity
[Hatched Box] Designated Wetland (27345 SR)	PS12C Redwood Redstart (Redstart)	4 FT OC	30
	PS12C Redstart Redstart (Redstart)	4 FT OC	30
	PS12E Hairy Wood Pecker (Hairy Wood Pecker)	4 FT OC	30
	PS12C Redstart Redstart (Redstart)	4 FT OC	30
[Dotted Box] Riparian Wood (Riparian Wood)	PS12C Redstart Redstart (Redstart)	4 FT OC	30
	PS12C Redstart Redstart (Redstart)	4 FT OC	30
	PS12C Redstart Redstart (Redstart)	4 FT OC	30
	PS12C Redstart Redstart (Redstart)	4 FT OC	30

Planting Method	Species	Type	Quantity
[Hatched Box] Buffer Zone 1 (27345 SR)	PS12C Black Cherry (Black Cherry)	4 FT OC	30
	PS12C Black Cherry (Black Cherry)	4 FT OC	30
	PS12C Black Cherry (Black Cherry)	4 FT OC	30
	PS12C Black Cherry (Black Cherry)	4 FT OC	30
[Dotted Box] Buffer Zone 2 (27345 SR)	PS12C Black Cherry (Black Cherry)	4 FT OC	30
	PS12C Black Cherry (Black Cherry)	4 FT OC	30
	PS12C Black Cherry (Black Cherry)	4 FT OC	30
	PS12C Black Cherry (Black Cherry)	4 FT OC	30

LEGEND

RIGHT OF WAY [Dashed Line]

LARGE WOODY DEBRIS (As staked by the engineer) [Square]



FILE NAME: *****FILENAME*****	DATE: 4/1/09	PROJECT: SR 270	DRAWING NO.: 13502		SR 270 PULLMAN TO IDAHO STATE LINE PATTERSON MITIGATION	PM1 SHEET OF 8 SHEETS
DESIGNED BY: J. QUINN	CHECKED BY: J. QUINN	APPROVED BY: J. QUINN	DATE: 4/1/09	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	REGIONAL ADMIN. J.C. LINDA JR.	

