

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
LEWIS COUNTY
AND ITS AGENT
LEWIS COUNTY NOXIOUS WEED CONTROL BOARD**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture (WSDA) and Lewis County and its agent, Lewis County Noxious Weed Control Board.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Lewis County and its agent, Lewis County Noxious Weed Control Board, funding for a project to control invasive knotweed species on the Cowlitz and Chehalis Rivers and associated tributaries within Lewis County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Lewis County through its agent, Lewis County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin on July 1, 2023 and end on June 30, 2025, unless terminated sooner or extended by WSDA as provided herein through a properly executed 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 determined that the cost of accomplishing the work herein will not exceed \$20,000.00. Only reasonable costs identified in Attachment "A", incurred directly related to the Lewis County Knotweed Control and Eradication Program, will be reimbursed to Lewis County under 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. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

Projects in riparian habitats will begin at the farthest upstream infestation and continue downstream. **This funding may not be used downstream of a landowner that has not given written permission for entry and treatment (Attachment C).** Any deviation requires prior written permission from WSDA.

BILLING PROCEDURE

Lewis County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. Reference WSDA Contract Number K4611 on all invoices. Payment to Lewis

County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. If Lewis County does not have an invoice template to request payment, Lewis County can request a copy of a Certified State Invoice Voucher (Form A-19) from WSDA. Upon expiration of the Agreement, 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. **In no case can this be more than 10 days past the end of the biennium.**

DUPLICATION OF BILLED COSTS

Lewis County shall not bill WSDA for services performed under this contract, and WSDA shall not pay Lewis County, if Lewis County has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, WSDA may:

- a. Terminate this Agreement with 10 days advance notice. If this Agreement is 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.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables. Or,
- d. Pursue such other alternative as the parties mutually agree to writing.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. 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 of the Agreement 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.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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, consistent

with applicable laws. 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 that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. 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.

SUBCONTRACTING

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

Except as otherwise provided in the Agreement, Lewis County shall not subcontract any of the contracted services without the prior approval of WSDA. Lewis County is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Lewis County or its Subcontractors to perform the obligations of this Agreement shall not discharge Lewis County from its obligations under this Agreement.

TERMINATION FOR CONVENIENCE

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 the Agreement prior to the effective date of termination.

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 15 working days of receipt of written notice. If the failure or violation is not corrected, this Agreement may be terminated immediately upon receipt of written notice of the aggrieved party to the other.

CONFLICT OF INTEREST

WSDA may, by written notice to Lewis County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee

authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; chapter 42.23 RCW; or any similar statute involving Lewis County in the procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Lewis County and its agent, Lewis County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Lewis County or its agent, Lewis County Noxious Weed Control Board. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

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, agreement 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.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Lewis County and its agent, Lewis County Noxious Weed Control Board, shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Lewis County and its agent, Lewis County Noxious Weed Control Board, shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

ORDER OF PRECEDENCE

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. Terms and conditions contained within this Contract;
- c. Plan of Work (Attachment A);
- d. Budget (Attachment B);

- e. Permission to Enter Private Land and Waiver of Liability (Attachment C); and
- f. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

Lewis County and its agent, Lewis County Noxious Weed Control Board, are responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. In no event shall the existence of any subcontract operate to release or reduce the liability of Lewis County and its agent, Lewis County Noxious Weed Control Board, to WSDA for any breach in the performance of Lewis County and its agent Lewis County Noxious Weed Control Board's duties.

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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

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.

CONTRACT MANAGEMENT

The Agreement administrator 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 Agreement administrator for WSDA is: Jonathan Still, Knotweed Coordinator
Washington State Dept. of Agriculture
Plant Protection Division
PO Box 42560
Olympia, Washington 98504-2560
(360) 280-6363
jstill@agr.wa.gov

The Agreement administrator for Lewis County is: Charles Edmonson, Program Coordinator
Lewis County Noxious Weed Control
Board
351 NW North St.
Chehalis, WA 98532
(360) 740-1215
Charles.edmonson@lewiscountywa.gov

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPT. OF AGRICULTURE

LEWIS COUNTY

By: _____

By: _____

Title: Assistant Director

Title: Program Coordinator

Date: _____

Date: _____

ATTACHMENT A
Plan of Work
Lewis County
and its agent Lewis County Noxious Weed Control Board
Project for Knotweed Control
July 1, 2023 to June 30, 2025

County Knotweed Control Criteria:

Lewis County through its agent, Lewis County Noxious Weed Control Board, will conduct control work on knotweed infestations on the Cowlitz and Chehalis Rivers and associated tributaries within Lewis County. The control of any knotweed species not located in a riparian corridor requires written permission from the WSDA knotweed coordinator prior to any treatments or work completed. Treatment of these areas will utilize funding allotted by the state legislature for control of knotweed species during the 2024-2025 state fiscal biennium. Control shall include field survey directly associated with areas to be treated.

Minimum work specifications: workers will be hired or contracted to treat knotweed infestations known or discovered in the area identified above. Lewis County knotweed control employees or contractors will use an integrated weed management approach, in conjunction with the best management practice for the control of invasive knotweed species. Projects in riparian habitats will begin at the farthest upstream infestation and continue downstream. This funding may not be used downstream of a landowner that has not given written permission for entry and treatment (Attachment C). **Funding stops where permission stops.** All control methods will be employed consistent with the laws, rules and regulations of Washington State, Lewis County, the *Noxious Emergent Plant Management Environmental Impact Statement* (EIS) first published in November 1993, and all subsequent amendments to the EIS.

Lewis County, or subcontractors to Lewis County, must enter into a contract with WSDA under which Lewis County, or subcontractors to Lewis County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "Aquatic Noxious Weed Control National Pollutant Discharge Elimination System Waste Discharge General Permit" (NPDES permit) prior to the performance of any activity pursuant to this Agreement that discharges herbicides directly into streams or rivers, or indirectly into streams, rivers, estuaries, wetlands, along lake shorelines, or in other wet areas. Herbicide treatments may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

The crew will work closely with the county noxious weed coordinator and the WSDA Knotweed Control Coordinator, and be active in the field from July 1, 2023 to June 30, 2025, as allowed by the variable growth season of knotweed and any required preparation or conclusion times. Work will only take place on property for which the Lewis County Noxious Weed Control Board has obtained prior written permission for entry and treatment, utilizing the permission form provided by WSDA (Attachment C) or any applicable permission form approved by WSDA, from the landowner or tenant. Lewis County Noxious Weed Control Board will also provide access to these properties for the WSDA Knotweed Control Coordinator. Changes made to any permission form must be approved by WSDA prior to the performance of any work on that property undertaken under terms of this Agreement.

Work Crew and Work Hours:

The knotweed control crew will work or be under contract with the county noxious weed control board during the specified period, dedicating their time to controlling knotweed in the project area.

The control crew will have one crew leader who will be responsible for coordinating the crew's work, and who will maintain ongoing contact with the county noxious weed coordinator and the WSDA Knotweed Control Coordinator.

Equipment:

The knotweed control crew will use all available tools for control, including manual controls and herbicide applications, to control knotweed infestations in Lewis County. The control crew may use equipment provided by other agencies, provided the county noxious weed coordinator and the WSDA Knotweed Control Coordinator agree to the usage of the equipment and materials.

Program Needs Provided by WSDA:

WSDA may furnish the knotweed control crew with herbicide, public information fliers, public notification signs, and other equipment as the WSDA Knotweed Control Coordinator deems necessary. All unexpended items remain the property of WSDA.

Expenditures:

The funds provided for the county knotweed control crew will primarily go towards salaries and benefits, travel, supplies and equipment expenses for the crewmembers. All supplies furnished by WSDA will be used in Washington State and under the supervision of county personnel. An inventory list will be furnished to WSDA upon request. Items such as computer programs, models, food and beverage, or other costs not specified in this document will not be reimbursed unless the expenditure is specifically authorized in advance in writing by WSDA.

Coordination:

The Lewis County Knotweed Control Program will be coordinated with state, local and private control efforts.

Deliverables:

The county noxious weed coordinator will submit a written report to the WSDA Agreement administrator, documenting the work conducted in Lewis County, as follows: A season ending report is due December 1, 2023 and December 1, 2024, which will include the following: date(s) of control activities, map of project area(s), the type of control conducted, solid acres of knotweed treated, acres of knotweed protected, number of river miles worked, number of landowners assisted, and photo documentation of selected sites, including before and after treatment photos. The county noxious weed coordinator will supply WSDA with all geographic information system data that is generated as a result of this Agreement. Final payment under this Agreement will not be made until the season ending report is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with limited agent status under WSDA's Aquatic Noxious Weed Control NPDES General Permit coverage.

ATTACHMENT B
Budget
Lewis County
and its agent Lewis County Noxious Weed Control Board
Knotweed Control Project
July 1, 2023, to June 30, 2025

Total payment to Lewis County and its agent Lewis County Noxious Weed Control Board will not exceed \$20,000.00 in fiscal biennium 2025 (i.e., July 1, 2023, through June 30, 2025).

1. Salaries and benefits.....	\$18,000.00
2. Supplies, equipment, and travel.....	\$1,100.00
3. Indirect (cannot exceed 5% of salaries and benefits).....	\$900.00
 TOTAL:	 \$20,000.00

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

ATTACHMENT C
Permission to Enter Private Land and Waiver of Liability
Lewis County
and its agent Lewis County Noxious Weed Control Board
Project for Knotweed Control

PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY

THIS AGREEMENT INCLUDES PERMISSION TO ENTER PRIVATE PROPERTY AND A WAIVER OF CERTAIN CLAIMS OF LIABILITY. READ CAREFULLY BEFORE SIGNING.

This Permission to Enter Private Land and Waiver of Liability is made between the Lewis County Noxious Weed Control Board, hereafter referred to as “the Board,” and _____, hereafter referred to individually or collectively as “the property owner(s).”

INTRODUCTION

1. The control and eradication of noxious weeds on public and private lands is in the public interest and the presence of invasive knotweeds (*Polygonum spp.*) on private lands threatens wildlife habitat and provides a source for renewed infestation of other private and public lands. Effective eradication of knotweeds requires concerted effort on both public and private lands to protect our natural resources.
2. The Board and its agents desire to perform activities to eradicate and/or control knotweed on public and private lands within Thurston County. These activities are authorized and carried out under one or more of the following chapters: 17.04 RCW, 17.06 RCW, 17.10 RCW, and 17.24 RCW.
3. The property owner(s) is/are the sole owner of property located at _____ in Lewis County, Washington, hereafter referred to as “the property.”
4. The property owner(s) is/are interested in and benefited by the eradication and/or control of knotweed on the property.
5. The property owner(s) and the Board desire to memorialize an agreement for the purpose of eradication and/or control of knotweed on the property.

AGREEMENT

1. **Permission.** In consideration of the benefits described above, the property owner(s) grant permission to the Board and its agents, contractors, cooperators and employees to enter onto the property from July 1, 2023 to December 31, 2027 to perform activities to eradicate and/or control knotweed on the property. The property owner(s) acknowledge and agree that these activities may include the application of herbicide to the property.

The property owner(s) also grant permission to agents, contractors, cooperators and employees of the Washington State University and/or the Washington State Department of Agriculture to enter onto the property from July 1, 2023 to December 31, 2027 for the purpose of monitoring and evaluating the success of knotweed eradication and/or control activities.

2. **Expiration and Revocation.** The Board and its agents, contractors, cooperators and employees are permitted to enter the property on all of the above dates and until December 31, 2027, or until this permission is revoked, whichever occurs first. The property owner(s) may revoke this permission by

Contract Number: K4611

presenting a written letter of revocation to the Board. The revocation is effective five (5) business days after receipt by the Board.

- 3. **Liability Waiver.** The purpose of entry onto the property is to perform activities to eradicate and/or control knotweed. The property owner(s) expressly agree to hold harmless the Board, the Washington Department of Agriculture (WSDA), and the agents, contractors, cooperators and employees of the Board, or WSDA, and to waive any claim of liability against the Board, WSDA, and the agents, contractors, cooperators and employees of the Board, or WSDA, for any injury, damage, or harm which is the logical and intended consequence of activities properly performed to eradicate and/or control knotweed.

The Board and its agents, contractors, cooperators and employees agree to waive any claim of liability against the landowner for any injury, damage, or harm which is not the consequence of the landowner's negligence. As to any other act or omission of either party under this agreement, each party shall be responsible for its own acts or omissions and those of its officers, employees and agents under this agreement. No party to this agreement shall be responsible to the other for the acts or omissions of entities or individuals not a party to this agreement.

- 4. **Entire Agreement.** This Permission to Enter Private Land and Waiver of Liability contains the entire agreement between the parties with regard to the matters set forth herein.
- 5. **Applicable Law.** This Permission to Enter Private Land and Waiver of Liability shall be construed and interpreted according to the laws of the State of Washington.

BY THE SIGNATURE BELOW, THE PROPERTY OWNER(S) DECLARE THAT THE TERMS OF THIS PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY HAVE BEEN COMPLETELY READ AND FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED AND EXPRESSLY WAIVE ANY CLAIM THAT THIS PERMISSION TO ENTER PRIVATE LAND AND WAIVER OF LIABILITY IS NOT FAIRLY AND KNOWINGLY MADE.

Property Owner(s)/Legal Representative: _____

Property Owner(s) Mailing Address: _____

Street

City

County

Zip

Telephone Number(s): _____

(PRINT) Name of property owner

Signature of property owner

Date

(PRINT) Name of property owner

Signature of property owner

Date

(PRINT) Name of property owner

Signature of property owner

Date

(PRINT) Name of authorized representative,
Lewis County Noxious Weed Control Board

Signature of authorized representative,
Lewis County Noxious Weed Control Board

Date

Contact information for the Lewis County Noxious Weed Control Board: Charles Edmonson, (360) 740-1215
351 NW North St.
Chehalis, WA 98532

Certificate Of Completion

Envelope Id: 6521175299E64746BE087B48B6DA4D75	Status: Sent
Subject: Complete with DocuSign: Lewis County - Knotweed K4611 Contract.pdf	
Source Envelope:	
Document Pages: 11	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	WSDA Pest Program
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1111 Washington St SE, 2nd Floor
	Olympia, WA 98501
	PestProgram@agr.wa.gov
	IP Address: 198.239.170.64

Record Tracking

Status: Original	Holder: WSDA Pest Program	Location: DocuSign
7/3/2023 3:48:15 PM	PestProgram@agr.wa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Washington State Department of Agriculture	Location: DocuSign

Signer Events

Signature	Timestamp
Charles Edmonson	Sent: 7/3/2023 3:49:55 PM
Charles.edmonson@lewiscountywa.gov	Viewed: 7/5/2023 12:10:03 PM
Program Coordinator	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Accepted: 7/5/2023 12:10:03 PM	
ID: 2e090780-2516-4c2b-a0ef-fce6c4312adf	

Greg Haubrich
 GHaubrich@agr.wa.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 3/19/2020 8:21:10 AM
 ID: 320f64d9-563f-491b-b999-c0cc9025f4e2

In Person Signer Events

Signature	Timestamp
-----------	-----------

Editor Delivery Events

Status	Timestamp
--------	-----------

Agent Delivery Events

Status	Timestamp
--------	-----------

Intermediary Delivery Events

Status	Timestamp
--------	-----------

Certified Delivery Events

Status	Timestamp
--------	-----------

Carbon Copy Events

Status	Timestamp
--------	-----------

Brandy Kamakawiwoole
 BKamakawiwoole@agr.wa.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 6/24/2022 3:05:12 PM
 ID: 63dc7cea-78fe-47bd-80b8-db1d4ce70b8f

Witness Events

Signature	Timestamp
-----------	-----------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	7/3/2023 3:49:55 PM
---------------	------------------	---------------------

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Washington State Department of Agriculture (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Washington State Department of Agriculture:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ablowers@agr.wa.gov

To advise Carahsoft OBO Washington State Department of Agriculture of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ablowers@agr.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Washington State Department of Agriculture

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ablowers@agr.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. There are no fees for paper copies.

To withdraw your consent with Carahsoft OBO Washington State Department of Agriculture

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to ablowners@agr.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process which could push out the start date for contracts. No work is authorized to begin until the contract is fully executed..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Washington State Department of Agriculture as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Washington State Department of Agriculture during the course of your relationship with Carahsoft OBO Washington State Department of Agriculture.